

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

Award Contract CGrant

Requested Board Meeting Date: May 21, 2019

\* = Mandatory, information must be provided

or Procurement Director Award  $\Box$ 

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

RWC International LTD, D.B.A. RWC Group (Headquarters: Phoenix, AZ)

## \*Project Title/Description:

Inmate Transport Vehicle

### \*Purpose:

Award: Purchase Order No. PO-PO-19-62. This contract is for a one-time award in the not-to-exceed amount of \$262,135.16 (including sales tax).

Administering Department: Sheriff's

### \*Procurement Method:

Pursuant to Pima County Procurement Code 11.12.010 Competitive sealed bidding, Solicitation No. IFB-PO-1900035 was conducted. One (1) response was received. Award is recommended to the responsive and responsible bidder.

PRCUID: 329227

Attachments: Notice of Recommendation for Award and Purchase Order.

## \*Program Goals/Predicted Outcomes:

To provide one (1) new inmate transport vehicle to replace the current and aging vehicle used to transport prisoners to and from out of town detention facilities throughout Southern Arizona.

### \*Public Benefit:

The benefit will assist the County Adult Detention Complex with reducing the inmate population at the jail by transporting larger numbers of sentenced inmates to the Arizona Department of Corrections (ADOC) facilities in a timely manner.

## \*Metrics Available to Measure Performance:

Monitor the amount of operating hours and miles performed and the downtime to repair vehicle.

### \*Retroactive:

No

TO: COB 5/14/19(1)

Pas: 30 gran

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| Contract / Award Information  | <u>'</u>                     |              |   |                                       |
|---|------------------------------|--------------|---|---------------------------------------|
| Document Type: PO   | Department Code: PO          |              | Contract Number (i                              | .e.,15-123): <u>19-62</u>             |
| Effective Date: 05/21/19 To   | ermination Date: 03/31/20    | Prior C      | ontract Number (Sy                              | nergen/CMS):                          |
| Expense Amount: \$* 262   | 135.16                       |              | Revenue Amount: 5                               | ß                                     |
| *Funding Source(s) required:  | Criminal Justice Enhancement |              |   | · · · · · · · · · · · · · · · · · · · |
| Funding from General Fund?  | CYes @ No If Yes \$          | i            |   | %                                     |
| Contract is fully or partially fund *Is the Contract to a vendor o  |                              | ☐ Yes        | ⊠ No  |                                       |
| Were insurance or indemnity cla<br>If Yes, attach Risk's approval   | auses modified?              | ☐ Yes        | ⊠ No  |                                       |
| Vendor is using a Social Security   | y Number?                    | ☐ Yes        | ⊠ No  |                                       |
| If Yes, attach the required form  |                              | 22-73.       |   |                                       |
| 4 1 A 1 B 1 A 2 B 1 A |                              |              |   |                                       |
| Amendment / Revised Award   |                              |              |   |                                       |
| Document Type:  |                              |              |   |                                       |
| Amendment No.:  |                              | AIVIS VEI    |   |                                       |
| Effective Date:   |                              |              |   | (OHO)                                 |
| C Expense or C Revenue  | Cincrease CiDecrease         |              | ntract No. (Synergen<br>This Amandments &       |                                       |
| -   |                              |              |   |                                       |
| *Funding Source(s) required:  | Cles CNO III                 |              |   | <del></del>                           |
|   |                              | <del>.</del> |   |                                       |
| Funding from General Fund?  | CYes (No If Y                | es \$        |   | <u> </u>                              |
| Grant/Amendment Information   | (for grants acceptance and a | awards)      | ( Award   | C Amendment                           |
| Document Type:  |                              |              |   | •                                     |
| Effective Date:   |                              |              |   | lumber:                               |
| Match Amount: \$  |                              |              |   |                                       |
| *All Funding Source(s) required   | <del></del> -                |              |   |                                       |
| Wit Littligh Soutce/s) tedalled   |                              |              |   |                                       |
| *Match funding from General Fu  | and? CYes (No If Yo          | 98 \$        |   | %                                     |
| *Match funding from other sour<br>*Funding Source:  | ces? (Yes (No If Ye          | es \$        |   | %                                     |
| *If Federal funds are received, is<br>Federal government or passed (  |                              |              |   |                                       |
| Contact: Maria Julia Canizales  | no                           |              | •   |                                       |
| Department: Procurement   | Margar -6                    |              | 5/8/19 Telephor                                 | ne: 724-8167                          |
| Department Director Signature/D   | Pate:                        | 1550         | 5/2/19  | MOOLEGAEES                            |
| Deputy County Administrator Sig   | V-1-1                        | 1            | <del>  '                                 </del> | V                                     |
| County Administrator Signature/I<br>(Required for Board Agenda/Addendum Item  | Date:                        |              | ullelte   | uy 5/14/19                            |
|   |                              |              |   | •                                     |

Revised 8/2017

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## NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: May 8, 2019

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB-PO-1900035 for Inmate Transport Vehicle that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after May 21, 2019.

Award is recommended to the responsive and responsible Bidder.

AWARDEE NAME

**BID AMOUNT** 

AWARD AMOUNT

RWC International LTD

D.B.A. RWC Group

\$247,064.24

\$262,135.16 (including sales tax)

## OTHER RESPONDENT NAMES NONE

Issued by: Maria Julia Canizales, Procurement Officer

Telephone Number: 520.724.8167

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §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:19000000000000000062

PO Version: 1

| S      | PIMA COUNTY FLEET SERVICES - MISSION RD                 |
|--------|---|
| H      | FS-1291-100A  |
| I      | 1291 S MISSION RD                                       |
| P      | TUCSON AZ 85713   |
| T<br>0 | Requested By: CECILIA MURCH  Dept: PO Phone: 5207245917 |

| В      | PIMA COUNTY FINANCE & RISK MANAGEMENT -<br>ACCOUNTS PAYABLE |
|--------|---|
| . L    | PO BOX 791<br>TUCSON AZ 85701                               |
| т<br>О |   |

| V<br>E<br>N<br>D | RWC International LTD DBA: RWC Group 3220 E Irvington Rd Tucson AZ 85714 | Contact:<br>Phone:<br>Email:<br>Terms:<br>Days: | Mary Wilson 520-622-6767 vmoreno@rwcinternational.com 0.00 % 30 |
|------------------|--|---|---|
| R                |  |   |   |

Issued By:

MARIA CANIZALES

Total:

\$262,135.16

Issued Phone:

5207248167

FOB:

FOB Dest, Freight Prepaid

Issued Email:

maria.canizales@pima.gov

Shipping:

Vendor Method

Issued Date:

05-07-2019

Delivery:

Standard Ground

PO Description

Inmate Transport Vehicle

### **Modification Reason**

This contract is for a one-time award in the not-to-exceed amount of \$262,135.16 (including sales tax).

Attachment: Offer Agreement

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 Version: 1

Page:

of

2

| Line | Description              |     |              | Line Subtotal | _   |     | Delivery Date |
|------|--------------------------|-----|--------------|---------------|-----|-----|---------------|
| 1    | International MV607 2020 |     |              | \$247,064.24  |     |     | 03-31-2020    |
|      | Quantity                 | UOM | Unit Price   | Stock Code    | VPN | MPN |               |
|      | 1.00000                  | EΑ  | \$247,064.24 |               |     |     | 4             |

## Amendment 1

Title: Inmate Transport Vehicle

### **OFFER AGREEMENT**

### 1. INTENT:

This document is intended to establish a Purchase Order ("PO") to provide Pima County ("County") with one (1) new inmate transport vehicle.

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 Amendment, 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 PO 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.

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised MA document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties.

### 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.

| ITEM<br>NO. | MINIMUM QUALIFICATIONS   | CHECK ☑ appropriate response certifying agreement with the requirement. |
|-------------|--|---|
| 1           | The Contractor must have been of sales of medium weight inmate transport vehicles for a minimum of three (3) consecutive years.  Attach copy of business license/documentation with submission of bid. | Yes No  |

## 4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

Contractor shall provide one (1) new inmate transport vehicle. Vehicle must be manufacturer's current model, in production at time of delivery and must be new (Demonstrator models shall not be acceptable) as specified herein:

See the following attachments:

Attachment A: General Specifications

Attachment B: OEM Chassis Specifications

Attachment C: Inmate Transport Module Specifications

Attachment D: Certification of Stocking, Supplying Of Parts and Service Program

### 5. 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 PO 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.

## 6. ACCEPTANCE OF GOODS AND SERVICES:

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

## 7. COMPENSATION & PAYMENT:

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

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.

## **UNIT PRICES (Net 30-day Payment Terms)**

| ITEM<br># | ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications        | ESTIMATED<br>ANNUAL<br>USAGE<br>QUANTITY | UOM  | PRICE \$                     | EXTENDED<br>AMOUNT \$     |
|-----------|--|--|------|------------------------------|---------------------------|
| 1         | Inmate Transport Vehicle:  Manufacturer: International  Model: MV 607  Year: 2020  | 1  | Ea.  | \$<br>247,06 <sup>4,24</sup> | \$ 247,064. <sup>24</sup> |
| Altho     | FOB Destination/Unloaded; include cost of freight bugh County will pay taxes <u>IF</u> applicable, do <u>NOT</u> incluprice. | -  | unit | TOTAL<br>BID                 | \$ 247,064.24             |

| Flat Sales Tax:              | Sales Tax Percentage:%                                 |              |
|------------------------------|--|--------------|
| Or                           | Total Sales Tax Amount per Inmate Transport Vehicle \$ | ,082.92      |
|                              | Soloo Toy Borrountono                                  | ι <b>σ</b> - |
| Tier Sales Tax:              | Sales Tax Percentage:                                  | : Þ:         |
|                              | Sales Tax Percentage:                                  | \$:          |
|                              | Total Sales Tax Amount per Inmate Transport Vehicle \$ |              |
| Guaranteed Delivery A.R.O.:_ | 280  |              |

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.

Title: Inmate Transport Vehicle

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to 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 County the benefit of any price reduction before actual time of shipment.

**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 will 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 30\_\_\_ Days as above.

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. <u>ALL</u> Invoice line items will utilize the item description, precise unit price <u>and</u> unit of measure defined by the County's order document. County may return invoices that include line items <u>or</u> 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.** 

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).

### 8. 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; Fleet Services Department 1291 S. Mission Road Tucson, AZ 85713

All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. Contractor must be contact Mr. Bob Charlton, via email <u>bob.charlton@pima.gov</u> and Phone No. (520) 724-2614 or his authorized representative of the Fleet Services Department a minimum of twenty-four (24) hour notification prior to delivery with the anticipated time of delivery.

Contractor guarantees delivery of vehicle on or before <u>June 27, 2019</u>. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

### 9. TAXES, FEES, EXPENSES:

Pursuant to IRS Publication 510, 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 itemize them.

## 10. OTHER DOCUMENTS:

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-PO1900035 including the Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, 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.

### 11. 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, personal/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 – Arizona Statutory requirements and Employer's Liability coverage with policy limits of \$1,000,000 and each accident and each person - disease.

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.

### 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.

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.

Solicitation No. IFB-PO-1900035

## Amendment 1

Title: Inmate Transport Vehicle

## **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.

## 12. PERFORMANCE BOND:

## 13. ACKNOWLEDGEMENT of SOLICITATION AMENDMENT(S):

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

| Amendment # | Date    | Amendment # | Date | Amendment# | Date |
|-------------|---------|-------------|------|------------|------|
|             | 4/24/19 |             |      |            |      |
| 2.          | 4/26/19 |             |      |            |      |

| 2 4 20114  |
|--|
| <b>14.</b> <u>SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:</u> Is your firm SBE-certified as defined by the solicitation " <i>Instruction to Offerors</i> " section? Yes ☐ No ☑ (Select one)   |
| If 'Yes', have you included your certification document? Yes \( \subseteq \text{No } \subseteq \text{(Select one)} \) NOTE: If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference. |
| (The remainder of page is left blank intentionally)  |

| The Hinde Handport Vernole   |
|--|
| 15. BID/OFFER CERTIFICATION:   |
| CONTRACTOR LEGAL NAME: RWC International LTD   |
| BUSINESS ALSO KNOWN AS: PWC Group  |
| MAILING ADDRESS: 3220 E. Irvington Rd  |
| CITY/STATE/ZIP: TUCSON, AZ 85714   |
| REMIT TO ADDRESS: Same as above  |
| CITY/STATE/ZIP:  |
| contact person name/title: Mary Wilson Sales Manager   |
| PHONE: 520-622-6767 FAX:   |
| CONTACT PERSON EMAIL ADDRESS: MWILSON a rucgroup. Com  |
| EMAIL ADDRESS FOR ORDERS & CONTRACTS:Same  |
| corporate HEADQUARTERS ADDRESS: 600 N. 75th Aue Phoenix, AZ 8504   |
| WEBSITE: WWW. rwcgroup.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 amendments and has incorporated all such amendments 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 must 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. |
| Many Milson Sales Manager  |
| Many Wilson Sales Manager  |

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 602-350-1458 mwicson@rwcgroup.com

County Attorney Contract Approval "As to Form":

## PIMA COUNTY STANDARD TERMS AND CONDITIONS

## 1. OPENING:

Pima County ("COUNTY") will publicly open responses on the date and at the location as stated in the *Invitation for Bid* (*IFB*) or *Request for Proposal (RFP*). The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. COUNTY will open proposals so as to avoid disclosure of the contents of any proposal to competing offerors during the **evaluation** process. 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 conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If COUNTY makes an award, COUNTY will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that COUNTY determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, COUNTY will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

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 Section 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. Pricing evaluations will be based on pre-tax pricing proposed by Contractor.

### 3. AWARD NOTICE:

COUNTY will post a Notice of Recommendation for Award for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the bids or ranking of proposals.

#### 4. AWARD:

Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all proposals, bids or to waive irregularities and informalities in the best interest of COUNTY. Unless COUNTY expressly agrees otherwise, resulting contracts are not exclusive, they 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 a proposal, 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 will govern, unless COUNTY accepts Contractor's terms in writing. No oral agreement or understanding will in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein will constitute unqualified acceptance of the terms and conditions of the resultant contract.

## 7. INTERPRETATION and APPLICABLE LAW:

The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's will 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:

| ^ '            | ı r             |              |        | 41 .          |          |              |
|----------------|-----------------|--------------|--------|---------------|----------|--------------|
| Contractor war | rrante annale n | r caninae ta | s ha   | eatietactory  | and trop | trom dofoata |
| CONTRACTOR War | nants accus c   | I SOLVICOS L | י שע ע | salisiaciui v | and nec  | nom delects. |

## 9. QUANTITY:

Contractor will not exceed or reduce the quantity of goods ordered without <u>written</u> 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 the COUNTY's Procurement Code requires. 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 the consideration that COUNTY will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. 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. Such extension of delivery times will not be valid unless an authorized representative of COUNTY extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. COUNTY reserves the right to cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries, all 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.

Contractor is not 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. No verbal agreement for adjustment is acceptable.

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 place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and COUNTY may return such goods 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 any waiver of any condition will not apply to subsequent shipments or deliveries.

#### 14. SHIPPING TERMS:

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

## 15. PAYMENT TERMS:

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

### 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 delivery meets 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 should fail to conform to the specifications thereof, or to the sample that Contractor submitted, COUNTY may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to COUNTY, and 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 MA or Purchase Order ("PO") 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 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 of cancellation of the MA, PO 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 sustained by COUNTY 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 provided by law or under the contract.

### 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 proposal or resulting contract. Additionally, during the conduct of business with COUNTY, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If COUNTY finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then COUNTY will terminate any contract so awarded and that person or entity will 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 has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY MA, or PO. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY's agreement and required to satisfy particular Public Agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use COUNTY contracts at the Procurement Department Internet home page: <a href="http://www.pima.gov/procure">http://www.pima.gov/procure</a> by selecting the link titled *Authorized Use of 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 MA, PO, 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:

Contractor will indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the MA, PO or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

## 22. UNFAIR COMPETITION AND OTHER LAWS:

Responses must comply 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 that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that a contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the rights, performance and

disputes of and between the parties. Any action relating 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.

### 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. § 38-503, the pertinent provisions of which are incorporated into and made part of all COUNTY MAs or POs 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 <u>including flow down of all provisions and requirements to any subcontractors</u>. 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:

<u>Disclosure</u>. 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 in the event of a contract award.

### 29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

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 supplied to COUNTY are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of COUNTY and will be marked, as is

practical, as the "Property of Pima County" and 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 reasonably requested by COUNTY 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-GOUNTY, Contractor-will reimburse COUNTY for said actual-and-incremental-costs-provided-that-COUNTY has 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 in accordance with the Pima County Procurement Code, Section 11.20.010.

### 33. TERMINATION:

COUNTY reserves the right to terminate any MA, PO, DO, DOM 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 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: MA, DO or DOM, PO, Offer Agreement or contract attached to a MA, PO, DO or DOM; 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 MA or PO that COUNTY awards 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 MA and PO, the signed proposal of Contractor and the signed acceptance of COUNTY are each an original and together constitute a binding MA, if all other requirements for execution are present.

### 38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that COUNTY does not have authority to enter into the MA or PO, COUNTY is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

## 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 MA, PO, DO or DOM 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 that it directly employs. 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 that a court finds 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 COUNTY otherwise specifies and agrees in writing, 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.

## END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

## Attachment A - General Specifications (1 page)

### A. Specifications:

- Contractor must provide one (1) Inmate Transport Vehicle that meets all the latest revised Federal and State Emission Standards, if applicable, Occupational Safety and Health Administration (OSHA) and Arizona Department of Transportation (ADOT) regulations. Contractor is responsible for providing any required certifications or proof of conformance to standard requirements. Inmate Transport Vehicle offered is manufactured or assembled in the United States. Contractor must provide one (1) Inmate Transport Vehicle that is manufacturer's current model, in production at time of delivery and must be new and unused. (Demonstrator models shall not be acceptable).
- 2. Contractor must maintain a local factory authorized maintenance facility within the Tucson Metropolitan area. Service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday 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 necessary maintenance support shall be provided upon request. Please refer to Attachment D for the Certification of stocking, supplying of parts and service program.

## B. Warranty for Chassis:

- Contractor's warranty will be a minimum, one (1) year unlimited miles and hours for both parts and labor.
  Warranty repair and/or replacement will be performed at no additional charge to County. During the one-year
  (1) warranty period, towing the equipment to and from the repair facility will not be an additional charge to
  County. Once the Contractor is notified of a breakdown, the unit must be addressed within four (4) hours
  unless other arrangements have been made with Fleet Services (Fleet).
- 2. Contractor shall be responsible for all repairs needed within the warranty period. Contractor shall determine if the repairs required are to be accomplished by vehicle manufacturer, (cab & chassis) or body manufacture. The successful bidder will then be responsible for delivering the truck and/or the equipment to the proper warranty facility for repairs. After proper repairs are complete, vehicle shall be returned to the Fleet Services Department. Please refer to Attachment C for the Certification of stocking, supplying of parts and service program.
- 3. Factory warranty on Chassis.
  - a. Severn (7) Years/75,000 miles limited electrical warranty.
  - b. Two (2) Years/30,000 mile Conversion Warranty.

### C. Warranty for Module:

- Ten (10) years module warranty
- (7) years/75,000 miles limited electrical warranty
- Five (5) years paint warranty
- Five (5) year roof material warranty
- Three (3) year undercoating warranty
- One (1) year minimum warranty

## D. Delivery Requirements for Chassis:

The following documents are required upon award and delivery of one (1) Inmate Transport Vehicle:

- 1. Contractor must submit Manufacturer Statement of Origin (M.S.O.), which must include the odometer statement, if applicable. Contractor must deliver an unaltered invoice specifying the purchase order number and the vehicle ID (VIN)/ serial number of the one (1) Inmate Transport Vehicle to Pima County Fleet Services Department, 1291 S. Mission Road, Tucson, AZ 85713.
- 2. 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

- 3. Contractor must submit two (2) CD's or Thumb drives, or website to enable County to access the following:
  - a. Operator's manuals
  - b. Maintenance and Service Manuals including Wiring Diagrams, Overhaul (shop) manuals
  - c. Manuals for auxiliary equipment
  - d. Four (4) sets of keys per lock type, keys for vehicle MUST be unique, not keyed to any other lock.

## Attachment A - General Specifications (continue)

### E. Delivery Requirement for Module:

- Main schematic.
- Electrical equipment amperage ratings.
- Wire coding list.
- Schematics for standard system: (As Built)
  - Driver switch console
  - Climate control system
  - Module harness routing
  - Interior and exterior lights
- Operations manual
- Schematics for individual options.
- User manuals for all camera and recording systems
- Touch up paint shall be shipped loose with the vehicle.

## F. Training Requirement:

- 1. Contactor must provide a short familiarization and operating characteristics presentation upon delivery of equipment.
- 2. Contractor will provide authorized trained personnel to train County personnel on the operation and service of the Inmate Transport Vehicle at no additional cost to the County. Fleet will contact Contractor to schedule training within thirty (30) days of receipt of equipment.

(End of Attachment A)

## Attachment B - OEM Chassis Specifications (3 pages)

All items in Attachment B must be answered and returned with bid response. Failure to answer all items may be cause for rejection as non-responsive. Bidders shall fill in the following based on the equipment you are offering to Pima County per this solicitation. If your response is "No" to a specification, you must supply a detailed explanation (separate sheet) of what you are bidding and how it will affect the end performance of the Inmate Transport Vehicle.

| Contractors shall fill | in the following:  | <u>YES</u>           | NC |
|------------------------|--|----------------------|----|
| WHEELBASE:             | 215" Approximate.  | <u>X</u>             |    |
| C.A.                   | 120" Approximate.  | <u>x</u>             |    |
| GVWR:                  | 26,000 lbs. maximum  | <u>x</u><br><u>x</u> |    |
| ENGINE:                | Diesel, minimum, 300 H.P. net minimum at rated RPM.  Minimum 860 ft. Lb. Torque net at rated RPM.  Engine compression brake with three phase switch or equivalent.  Engine warranted for 5 years/ 150,000 miles.  Engine bid must be an acceptable match to the transmission.  As certified by the transmission manufacture.  Engine shall meet the 2019 emission standards.  State engine make & model Cummins 19 300 | <u>x</u>             |    |
| TRANSMISSION:          | Allison 3000 HS Series with air to oil cooler, or equivalent,  Wide Close ratio, 6-speed minimum,  Oil level sensor, no retarder, rated for 300 H.P.net input minimum  860 ft. Lb. Torque net input minimum.  Transmission warranted for 5 years/250,000 miles.  | <b>X</b> _           |    |
| EXHAUST: AIR CLEANER:  | Maximum diameter available, single horizontal stack, After treatment device, frame mounted, under cab to include. Horizontal tailpipe located on the left (Driver's) side of vehicle to exit behind rear axles and on the left (Driver's) side of vehicle. Heavy duty, maximum available with restriction indicator  | <u>x</u>             |    |
| OIL FILTER:            |  | V                    |    |
| OIL FILTER:            | Manufacturer standard  | <u>X</u>             | _  |
| COOLING SYSTEM:        | Heavy duty rough service mounting or equivalent,  Maximum available with Kysor fan Drive or equivalent with auto on/off.   | <u>X</u>             |    |
| ELECTRICAL<br>SYSTEM:  | 12 volt, 3 maintenance free batteries, 1800 CCA, minimum, or equivalent.  Metal/Aluminum battery box with jump-start capabilities, 1980 cca  External of battery box or at engine.  Alternator rated at 200-amp minimum capacity.  Starter 12-volt with thermal over crank protection.  Circuit breakers with manual reset (main panel) SAE type iii  Or equivalent with trip indicators.                              | <u>X</u>             |    |
| STEERING:              | Power, heavy duty, full hydraulic with tilt and telescopic Steering column   | X                    |    |
| BRAKES:                |  |                      | _  |
| DRAKES.                | Full hydraulic front and rear disc. Antilock brake system. Full air with water filters/driers, automatic drain valve, Bendix antilock brake—system or equal. Color-coded-nylon brake lines or equal, air lines inside frame to meet all regulations. Front and rear automatic slack adjusters, front brakes s-cam type, 16.5" by 5.0" minimum, rear brakes s-cam type, 16.5" by 7.0" minimum.                          |                      |    |

## Amendment 2

Title: Inmate Transport Vehicle

## Attachment B - OEM Chassis Specifications (continue)

| Contractors shall fill       | in the following:  | <u>YES</u> | <u>NO</u>       |
|------------------------------|--|------------|-----------------|
|                              | Full air with water filters/driers, automatic drain valve, Bendix antilock Brake system or equivalent. Color-coded nylon brake lines or equivalent. Air lines inside frame to meet all regulations. Front and rear drum brakes to meet manufacturers specifications for the vehicle axle weight rating. Automatic slack adjusters, front and rear or equivalent.   | V          |                 |
|                              | and rear or equivalent.  | <u>X</u> _ |                 |
| PARKING BRAKE:<br>FRONT AXLE | Manual Parking brake with release. Piggy back chamber with heavy-duty spring actuated parking brake. Front I-beam, minimum 8000 lbs. GVW with front springs multileaf  | <u>x</u>   |                 |
| SUSPENSION:                  | shackle type, 8,000-lb capacity suspension with shock absorbers, front wheel seals (stemco guardian) or equivalent.  | <u>x</u>   | _               |
| AIR<br>COMPRESSOR:           | 13.2 CFM, minimum, water-cooled, Bendix Tu-flo 550 or equal.   | <u>X</u>   |                 |
| REAR AXLES:<br>SUSPENSION:   | Single axle, minimum 18,000 lbs. GVW (dana spicer s23-170) or equivalent. multileaf leaf spring shackle type 18,000-lb capacity suspension with Shock absorbers or equivalent. Rear wheel axle hubs, oil lubricated wheel bearings or equivalent.  | <u>X</u> _ |                 |
| WHEELS:                      | Front disc, 19.5" x 7.5 steel, 10-stud hub piloted, flanged nut or equivalent, Painted white steel. Rear dual disc, 19.5 x7.5" steel, 10-stud hub piloted, flanged nut or equivalent, painted white steel. Wheels must meet axle weight ratings front and rear axle.   | <u>x</u>   |                 |
| TIRES:<br>SPARE              | Tires, (7) 265/70R19.5. Front and rear Conventional tread Exceeds Full size spare (265/70R19.5) mounted under truck in front of rear bumper.   | _          | <u>X</u>        |
| BUMPER:                      | Heavy duty, chrome steel non-corrosive white or black bumpers must match swept back or equivalent. Two front frame mounted tow hooks.  | <u>x</u>   |                 |
| CAB:                         | Extended cab, insulated, with fiberglass tilt hood and fenders with chrome grille. Full tinted glass, dual electric horns. Rectangular convex mirror mounted above right door for blind spots next to right side of cab. Retractable mirrors both sides approximately 7" x 16" with left and right head motorized. Each side with a separate 8" Convex spot mirror. LED turn signals, marker lights, and reflectors to meet all DOT regulations. Heavy-duty windshield wipers, steps on each side with grab handles.   | <u>x</u> _ |                 |
| CAB INTERIOR:                | Captain chairs for both driver and passenger with a removable center console. Seats can be all or part cloth, integral headrests, armrest mounted inboard. Driver and Passengers seat belts, 3-point lap and shoulder belt type. Rear bench seat with fold down capabilities all or part cloth. Headliner cloth. Minimum of two (2) cup holders. Heater and defroster with fresh air provision, with premium heater hoses, A/C for cab with additional A/C for prisoner compartment. Two (2) cloth sun visors and rubber flooring. Dome light. Four (4) additional 12-volt power outlets and four (4) additional USB ports. Forward, rear, and both sides camera system. Hands-free phone, Bluetooth, lane/blind spot sensors, side, front, and rear sensors. Power door locks, windows, and keyless entry. Satellite (Real time) GPS. |            | м<br>_ <u>х</u> |
| RIFLE MOUNT:                 | A dual vertical rifle storage device shall be installed in the chassis. They shall lock and unlock electronically and have a handcuff key override.  | X          |                 |

## Attachment B - OEM Chassis Specifications (continue)

| Contractors shall fill in the following: |   | <u>YES</u> | NO       |
|--|---|------------|----------|
| FUEL TANKS:                              | Single, minimum 95 gallon, non-polished aluminum or steel tank. Exceeds Mounted left side under cab. DEF tank to be located next to fuel tank. 100 gallon   |            | <u> </u> |
| FUEL FILTERS:                            | Two each, screw on, one at engine, one at tank with water separator.  | <u>X ·</u> |          |
| RADIO:                                   | AM-FM stereo, <b>Bluetooth hands free phone</b> , standard factory electronic tuning and clock, Multiple Dual cone speakers two (2) minimum. Antenna mounted on left mirror or equivalent.  | <u>x</u>   |          |
| AIR<br>CONDITIONING:                     | Maximum performance available, factory installed, internal cab, no roof mounting. Additional a/c and venting for prisoner compartment.  | <u>X</u>   |          |
| INSTRUMENTATION:                         | Speedometer, odometer, oil pressure, fuel gauge, water temperature gauge, engine hour meter, voltmeter, tachometer, and dual air pressure gauges.   | <u>x</u>   |          |
| AUTOMATIC<br>WARNING<br>SYSTEM:          | Separate audible (above ambient levels) alarms for low engine oil pressure, engine over temperature, low air pressure, and DEF. Activated to sense the slightest variation of these systems, if failing Automatically shuts the engine down to prevent engine damage. Contractor to state which systems will be monitored by the auto shut/down system. | <u>X</u> _ |          |
| FENDERS:                                 | Federal legal mud flaps to cover rear wheels, anti-sail type. Two (2) behind front tires.   | <u>X</u>   |          |
| RADIO NOISE<br>SUPPRESSION:              | Equipped with AM and mobile radio noise suppression package. Electric and electronic components shall not interfere with signals Received or transmitted by the mobile radio system, Nor shall the electric and electronic components be affected by the operation of the mobile transmitter or receiver.   | <u>x</u> . |          |
| BACK-UP ALARM:                           | Electric backup alarm, 97db minimum.<br>Weatherproof and steam-cleanable.   | <u> </u>   |          |
| COLOR:                                   | Cab, body and wheels - standard white.<br>Frame - standard and interior gray.   | <u>X</u> . |          |
| SAFETY<br>EQUIPMENT:                     | Fire extinguisher (5lb. all purpose) mounted in cab, Within easy reach of the operator, safety triangle kit in cab. All ladders, steps and walking areas shall be Non-slip type   | X          |          |

(End of Attachment B)

## Attachment C - Inmate Transport Module Specifications (7 pages)

### A. General Information:

The module which will carry the prisoners and their property, as well as necessary equipment within the driver's cabin. The module must be separate from the driver cabin, with no access between the two (2). The prisoner property storage is to be located separate from the prisoner seating. The module must hold no less than twenty-eight (28) prisoners within a minimum of three (3) separate compartments. Each compartment shall have sight and sound separation. At least one (1) compartment shall have at minimum two (2) separate cells with locks (sight/sound separation not necessary).

Below is a more detailed description of what we are currently using. Bidders are encouraged to present a design that meets our needs and does not compromise safety or security of the prisoner passengers or the officers conducting the transport. If there is a size, material, brand, or model product list below and if indicated, "or equivalent" you must supply a detailed explanation (separate sheet) of what you are bidding and how it will affect the safety, security or end performance of the prisoner module. The total height and width of the vehicle must not exceed the noted dimensions. This vehicle will move prisoners throughout the state of Arizona, so the HVAC system must work well in the high heat of the desert and the year 'round weather extremes while driving and while at idle.

### B. Modular Construction:

All material utilized shall be of the correct type, alloy, and thickness to withstand the intended usage and provide protection against cracking, corrosion, or metal fatigue. The transport module interior shall incorporate security screws in all exposed locations that are accessible to prisoners while being transported. The module shall have a minimum ten (10) year structural warranty.

### 1. Exterior Vehicle Dimensions:

a. Overall Vehicle Dimensions to include module and chassis:

Overall Length: 341" approximate

Total Overall Width:
 95" maximum (Excluding Mirrors)

Total Overall Height: 411 150" maximum
 Load Height: Ground to Floor Height 26" maximum

• Exterior Step: Ground to Floor Height 26 maximum
• Exterior Step: Ground to 1st Step Height 8" maximum

## 2. Interior Module Dimensions:

Floor to Ceiling Height: 72" minimum

## 4. Structural Framing:

Steel or equivalent, sized appropriately for dimensions of module. This process provides a unitized roll cage structure for greater occupant safety. The front wall structure shall be constructed to allow ample space for wiring raceways, heater A/C hoses, and cold air return duct.

### 5. Foundation System:

Steel or equivalent, sized appropriately for dimensions of module. Shall have subfloor with foundation members securely attached under the subfloor.

## 6. Module Seams:

Steel or equivalent, sized appropriately for dimensions of module. All body and compartment seams at or below floor level shall be full seam welded or equivalent. The entire perimeter of the subfloor shall be completely sealed creating a watertight, dust-free module environment.

### 7. Exterior Skin:

The exterior skin shall be securely attached to structural framing, a Norton or equivalent very high bond system shall be utilized full length on all wall and roof frame members. An adhesive sealant or equivalent shall be applied to the edges of structural frame at the exterior wall surfaces.

### 8. Module Roof:

Use a roof system which provides appropriate module strength and reduces roof seams. The roof shall be supported by internal framework. All seams on the roof surface shall be sealed on the inside and outside.

### 9. Property Storage Exterior Compartments:

Steel or equivalent, sized appropriately for dimensions of module. Design shall maximize under belly storage. All compartments are constructed and are secured to the subfloor and structural framing. A baffled drain hole shall be provided in all exterior compartment bottoms that extend below the floor line. Compartments shall be coated with polyurethane or equivalent to allow pressure washing and sanitization chemicals.

### 10. Prisoner Property Storage Compartment(s):

- a. Interior Dimensions Dependent upon design but a minimum 24" H from subfloor to ceiling of compartment, If compartment is deeper than 3' there shall be a maximum 75% slide out tray.
- b. Doorway Dimensions Dependent upon design but a minimum 24" H from subfloor to ceiling of compartment
- c. Location -Passenger side access
- d. Door(s) Dependent upon design but a minimum 24" H from subfloor to ceiling of compartment. Shall be able to latch in open position.
- e. Light(s) One (1) minimum

## 11. Tools / Paperwork Storage Compartment:

- a. Interior Dimensions 53"W x 18"H x 12"D approximate
- b. Doorway Dimensions 53"W x 18"H approximate
- c. Location Rear of vehicle, approximately 42" minimum 48" maximum from the ground.
- d. Door(s) Single, hinge down at 90 degrees so the door can be used as writing surface.
- e. Light(s) One (1) minimum

### 12. Interior Prisoner Compartment and Cell Doors:

Each compartment shall have at least one (1) interior cell door of expanded metal or equivalent which shall allow for visibility inside compartment. One compartment shall be divided into three (3) sections with two (2) partitions and three (3) interior doors of expanded metal or equivalent with interior keyed doors. Interior cell doors and partitions shall be reinforced to prevent deflection from inside by inmate attack. The doors shall accommodate a slam lock two point rotary latch and a security deadbolt or equivalent.

## 13. Exterior Compartment Door Skin (Outer):

Shall be consistent with exterior skin. Door skins shall be securely attached to doorframe.

### 14. Exterior Compartment Door Skin (Inner):

Shall be aluminum diamond plate or equivalent. Door skins shall be securely attached to door frame and shall be reinforced to prevent deflection from inside by inmate attack.

### 15. Prisoner Cell Door Lock and Latch Mechanisms:

- a. The exterior Cell Doors shall have a separate high-security rated grade "deadbolt" type locking mechanism or equivalent. The doors shall be reinforced to provide maximum secured installation. All interior and exterior deadbolt locks to be keyed the same. Deadbolt locks to be one sided locks on the exterior and interior compartment and cell doors. All storage compartment and exterior compartment doors shall be keyed the same. All Inmate module keys shall be different than the driver's cabin keys.
- b. All latches shall be flush mounted, stainless steel, Versch paddle type or equivalent slam latches with rotary latch striker posts, which meets Federal Motor Vehicle Safety Standard (FMVSS) #206 to minimize the likelihood of occupants being thrown from the vehicle as a result of impact. Striker shall be adjustable and shall be secured with a nut from behind doorframe. The striker washer will not be removed. Once final adjustments to latches are made, threads are to have Locktite or equivalent applied. Doors will latch to doorframe mounted striker posts. All latches will have a non-slip surface on the underside of the latch.

### 16. Compartment / Cell Entrance Doorways:

All compartment entrances doors shall be on the passenger side of the vehicle. The doorway dimensions shall be minimum 28"W x 69"H.

## 17. Thresholds:

All compartment and module access doorframes shall have full width formed stainless steel or equivalent threshold plates to protect the edges of frame.

### 18. Door Seal:

All door seals shall create watertight, dust-free compartment integrity.

## 19. Door Hinges:

Shall be full length, piano type, stainless steel hinges. Hinges shall be staked securely. All vertically hung doors shall be hinged on the forward sides. Horizontal hinges shall be on the bottom.

### 20. External Compartment Door Control:

Doors shall have a control mechanism which is capable of holding the door open a minimum of 90-degrees on any road surface. Door stops shall be installed to prevent damage when opening. Doors shall be able to latch in open position.

## 21. Cell Door Controls:

Shall be Cast Products "grabber" type or equivalent hold-open devices with replaceable rubber catches.

### 22. Cell / Compartment Seating:

Formed aluminum benches or equivalent shall be formed around the walls of each interior cell. Bench backs shall be approximately 41"H, seats shall be minimum 18"H, and maximum 18"D. Combined the compartments shall have seating space for no less than 28 adults. There shall be no less than 30" of aisle space between benches which face each other. The entire seat shall be sprayed with polyurethane finish or equivalent which is resistant to body and hair oils, as well as cleaning/sanitization products and power washing.

### 23. Cell / Compartment:

- a. Doorway Dimensions 28"W x 69"H minimum
- b. Location Passenger side
- c. Door(s) One (1) exterior with lock
- d. Additional Instructions -A video camera w/ sound shall be recess mounted in each cell/compartment in a location providing the best view of the compartment and have a tamper proof protective covering.

### C. COATINGS AND FINISHES:

### 1. Module Finish Preparation:

The module shall be seam sealed and all imperfections on surfaces of module shall be sanded smooth.

### 2. Exterior Finish:

Shall be acrylic urethane or equivalent. Ensure proper primer and finish adhesion. Exterior finish shall have a minimum 5 year warranty.

### 3. Color Scheme:

Base color: White

## 4. Compartment Finish:

All compartments shall be mill finished aluminum or equivalent heavy duty material.

### 5. Interior Cell Finish:

Interior cell finish shall be gray or tan color. All cells shall be sanded, etched, washed, primed, and painted with textured polyurethane or equivalent product. Finish materials shall withstand body and hair oils and be sealed to withstand pressure washing with cleaning/sanitization chemicals. Interior cell finish shall have a minimum 5 year warranty.

### 6. Module Flooring Material:

Floors shall be covered with a non-slip, easy to clean material between the seats and sealed to withstand pressure washing with cleaning/sanitization chemicals.

## 7. Automotive Undercoating Seal:

The entire chassis and module underbody (excluding drive shafts, wheels, exhaust system, and lubrication fittings) shall be sprayed with undercoating for reduced corrosion and added sound deadening.

## D. MODULE EXTERIOR:

### 1. Bumper:

Shall be chrome, steel non-corrosive white or black bumpers must match. The bumper shall be bolted securely to the chassis frame. Bumper shall be easily removable and replaceable in case of damage. Ensure sturdy construction for heavy duty use.

### 2. Rub Rails:

Shall be consistent with the design. Any exposed edges shall have a smooth finish, not jagged or sharp.

### 3. Fender Rings:

Shall be consistent with the design. Any exposed edges shall have a smooth finish, not jagged or sharp.

### 4. Drip Rail:

Shall be consistent with the design and run full length of module at the top of sides, front, rear and over each exterior compartment. Drip rails shall be detachable. Any exposed edges shall have a smooth finish, not jagged or sharp.

### 5. Rock Guards:

Shall be consistent with the design. Any exposed edges shall have a smooth finish, not jagged or sharp.

### 6. Exterior Windows:

Shall be consistent with the design. Any compartment door windows shall be place no lower than 55" from door bottom. Windows shall be no larger than 4" H and 20" L. All compartment door windows to be dark tinted, impact resistant, fixed, tempered glass, polycarbonate panel or equivalent. Any exposed edges shall have a smooth finish, not jagged or sharp. All windows (excluding windshield) on driver's cabin shall be darkly tinted for safety of officers.

### 7. Side Doorsteps:

- a. Recessed side doorsteps shall be provided and mounted: one (1) under each cell compartment door. They shall be a minimum 28" wide. Aluminum diamond plate or equivalent non-slip material will be installed on the sides and floor of each doorstep. When extended, the first step shall be no higher than 8" from the ground. Stair risers shall be appropriate height but no higher than 8". Ensure sturdy construction for heavy duty use to withstand minimum of 300 pounds.
- b. The doorsteps shall be double electric steps deploying when parking brake is set and retract when brake is released. Any operation switches shall be located in an area where inmates cannot access them. There shall be an indicator light on the driver's console notifying when the steps are extended. Ensure sturdy construction for heavy duty use.

### 8. Roof Emergency Exit:

Emergency hatches with an opening approximately 22" x 22" shall be located in the roof, one (1) in each compartment. Hatches shall be made of impact resistant material to prevent an inmate from breaking out and escaping. Each hatch shall have two (2) padlock secure locations for *Customer Supplied* padlocks. Padlocks shall be removable from the outside only. A switch shall be located on each hatch which will activate a "Door Open Warning Light" on the driver's console when the vehicle is placed in gear and the hatch is open.

## 9. External Ladder:

An external ladder for access to the module must be mounted at the rear of the vehicle.

#### E. MODULE INTERIOR:

Any interior hangers, supports, fasteners, latches, and hinges shall be of a near flush type design when not in use. The prisoner compartment shall be free of sharp projections. Exposed edges and corners shall be broken with a radius, chamfer, or covered with trim, molding, or edging. The entire interior shall be sealed to allow for pressure wash cleaning with sanitizing chemicals.

### 1. Upper Wall Covering:

Shall be consistent with the design. Any exposed edges shall have a smooth finish, not jagged or sharp.

### 2. Headliner:

Shall be consistent with the design. Any exposed edges shall have a smooth finish, not jagged or sharp.

#### 3. Insulation:

The module sides, ends, roof, doors, walls, and floor shall be insulated to enhance the interior environment and to prevent heat, cold, and external noise from entering the module. In addition, a Norton VHB (very high bond) system or equivalent shall be utilized on side walls and roof to provide a thermal and noise break between the outside skin and structural members.

### 4. Module Climate Control System:

Shall incorporate a combination heating/air conditioning/ventilation (HVAC) unit with appropriate heating and cooling BTUs suitable for extreme desert temperatures. The module unit shall run separately from the cab unit and have independent fan, vent, digital thermostat and controls. The module system climate controls shall be in the driver's cabin. Must have a system that will work in the temperature extremes of the desert (mostly 100+ degrees) and mountainous climates in AZ while driving and while idle.

### 5. Air Return:

Shall be consistent with the design and appropriate for the HVAC system. Any exposed edges shall have a smooth finish, not jagged or sharp.

### 6. Exhaust Vent:

Motor powered exhaust vents appropriate for the HVAC system shall be provided in each compartment. The vent assembly shall be ducted to a single exit. Control shall be via a switch located on the driver's console.

### F. ELECTRICAL:

All added module and chassis electrical equipment shall be served by fuses or circuits separate and distinct from the vehicle chassis circuits. The fuse or circuit box shall be located for easy access in the forward most storage compartment. There shall be quick disconnects for any switch wires going to the driver's cab. The wiring shall be routed in conduit or looms and wiring shall be secured to the underbody or frame with insulated metal cable straps or equivalent. Where wiring passes over the exhaust, a heat shield shall be installed. The power component module shall be equipped with positive locking plugs to provide easy disconnect for remount or repair of module. All electrical panels shall be installed where it is accessible for service.

### 1. Driver's Console:

- a. Shall be consistent with the design but must incorporate a lockable center console where handguns and other equipment can be stored securely. Storage console shall be accessible to both the driver and passenger seat. There shall be considerable space and a center divider to safely store a minimum of two (2) handguns, two (2) collapsible batons and two (2) ammunition magazines. The interior shall be lined with easy to clean material. The storage console shall be lockable. This key shall not be the same as any keys to the inmate compartment.
- b. There shall be at minimum four (4) auxiliary Universal Serial Bus (USB) ports to provide power to additional electronic equipment not specified in this document.
- c. A monitor for the camera system will be mounted where it is easily seen by (primarily) the passenger officer, but is maneuverable for the driver to see as well. A switch panel for the electrics shall be easily accessible to both driver and passenger. Any exposed edges shall have a smooth finish, not jagged or sharp. The switch panel shall include at minimum the following:

### SWITCHES:

1. Module Disconnect

Left scene

2. Code 3 Flashers

6. Right Scene

3. Dome On/Off

7. Rear Scene

4. Vent

8. Front Scene

### · OTHER:

Digital Thermostat and HVAC controls for the inmate module.

### 2. Switches:

Shall be consistent with the design, but must be backlit and permanently marked by function.

## 3. Door Ajar Warning Light:

A Code 3 LED beacon or equivalent shall be ceiling mounted and warn the driver of an open compartment door, open cell door, emergency exit open, or an electric step is out. Light shall activate when ignition is on.

### 4. Module Compartment Interior Lighting:

Shall be designed to keep vehicle height to the set maximum without interfering with the structural integrity of the roof. Module interior lighting shall provide bright recessed lights spaced to evenly distribute lighting throughout the compartment. The lights shall be activated by a switch in the driver's cabin or the center console and by the exterior cell doors. The lens of the light shall be impact resistant Lexan or equivalent and shall be attached with tamper-proof materials. The interior lighting shall be sufficient to have good visibility with the camera system during daylight and nighttime hours.

### 4. Basic Exterior Lighting:

Shall include headlights, parking lights, directional signal lights, tail and stop lights, license plate light, back-up lights, side marker lights, hazard and warning lights, and clearance lights as required by the FMVSS #108 regarding required lighting and reflective devices. Back-up lights shall be "Truck-Lite" or equivalent sealed units. Rear stop, turn, side marker, and red and amber module clearance lights shall be "Truck-Lite" LED or equivalent lights.

### 5. Battery Grounds:

In addition to OEM grounds, the following ground circuits shall be added: 4 gauge ground cable from module power component panel to frame, two (2) braided ground straps from the module body to the chassis to reduce radio frequency (RF) interference.

### 6. Module Audio/Visual Security Equipment:

- a. A high definition camera security system shall be installed in the module for viewing cell compartments, and the exterior rear of the module. Cameras shall be recessed where it will provide the best view of the compartment and have impact resistant polycarbonate or equivalent tamper-proof protective covers.
- b. A two-way communication system shall be installed to provide for two-way conversation between the module and the driver's cabin. Each compartment shall be able to communicate with the driver's cabin and vice versa. The system microphones shall be accessible to the driver's cabin but not to the prisoners.
- c. The system's video monitor shall be mounted in the driver's cabin area for both passenger and driver's use and be maneuverable. The monitor shall be able to split screen or cycle through all cameras and have the ability to hold on a particular camera. Monitor shall be large enough (minimum 20") to be able to view all cameras clearly on a split screen.
- d. A DVR or other modern replay/storage device shall be provided to record all module cameras. This system shall be user friendly for easy replay or download of video to DVD or flash drive media.

## 7 Driver's Cabin Audio/Visual Security Equipment:

A rearview back up and a dashboard camera system shall be installed. The rearview system shall automatically activate when vehicle is placed in reverse. The dashboard camera shall record a minimum of 24 hours and automatically activate when the vehicle is in a moving gear. All camera systems shall be user friendly especially for extracting the recordings and downloading to either DVD or flash drive media forms.

## G. EMERGENCY WARNING SYSTEMS:

Lights shall be Sound Off Signal models, except where noted, and may be flush or surface mounted. All lights must be sized appropriately for the design. All switches shall be mounted in the driver's cabin and be accessible to the driver and passenger. Lighting package must provide maximum visibility during use.

### 1. Flasher:

- a. Sound Off Signal part # EMPS2STS4J. At minimum two (2) Mpower Red/Blue lights shall be provided and installed on the front top of the module, two (2) on each side top of the module and four (4) on the rear of the module spaced appropriately for safety.
- b. Sound Off Signal part # EMPS2STS5RBW. At minimum two (2) red/blue/white Mpower lights shall be installed in the front grille area of the vehicle. They shall be mounted using Sound Off Signal brackets part # PMP2BKDGAJ.

### 2. Scenelights:

At minimum the module shall have four (4) Rigid Industries (*Rigid Industries part # SKU: 68141*) or equivalent LED scene lights surrounding all sides of the exterior to provide lighting on outside of vehicle. The scene lights shall have internal or external shields to deflect the light downward and out to approximately 35 degree angle.

## 3. Cabin Dome Lights:

The cabin dome light shall be a Sound Off Signal dome light part # ECVDMLTALDC with red LED Night Light to reduce officer targeting and protect night vision.

## 4. Siren:

Shall have a Sound Off Signal part # ETSA481RSP siren controller. The siren controller shall be accessible to the driver and passenger.

### 5. Siren Speakers:

Shall have a minimum of one (1) Sound Off Signal speaker part # ETS\$100N which shall be installed behind the grille of vehicle.

(End of Attachment C)

## ATTACHMEMT D: Certification of Stocking, Supplying of Parts and Service Program (1 page)

Contractor shall certify that they are the authorized factory representative and guarantee that the equipment they bid and furnish to Pima County shall be covered by manufacturer's warranty for a one (1) year period unlimited miles and hours. (Engine has a 5 yr. /150,000 mile warranty with a manufacturer's stated hourly warranty and the transmission has a 5 yr. /250,000 mile warranty with a manufacturer's stated hourly warranty. see below). Contractor certifies that they do stock and maintain a complete line of factory parts and maintain a complete service program for the aforementioned equipment that they bid. Please fill-in all blank spaces.

\*Engine warranty and after treatment, components warranty to cover at a minimum: engine components, turbo(s), injectors, water pump to include seal, engine control module. No deductible.

| *Engine warranty: 5 years/150,000 mile warranty with a manufacturer's stated hourly warranty.<br>1 hour = <u>NoNE</u> miles       |
|---|
| *Transmission warranty: 5 years/250,000 mile warranty with a manufacturer's stated hourly warranty.<br>1 hour = <u>사のNモ</u> miles |
| Name of local warranty repair agency: RWC International Tucson  |
| Closest location of parts:  |
| Contact name: Clay Jackson Telephone number: 520-343-2653   |
| Name of local non-warranty repair agency:   |
| Closest location of parts:  |
| Contact name: Clay Jackson Telephone number: 520 - 343 - 2653   |
| Percentage discount off of parts: 30 % hourly charge for labor: \$_/09attachment  |
| (End of Attachment D)   |