

**ADDENDUM #2 (DTD 11/12/09) PLEASE SEE QUESTIONS AND ANSWERS**

ADDENDUM #1: (DTD 10/23/09)

MANDATORY PRE-PROPOSAL CONFERENCE DATE IS REVISED TO READ –

“THURSDAY, NOVEMBER 5, 2009.”



## **NOTICE OF SOLICITATION**

**SERIAL 09104-ITN**

### **INVITATION TO NEGOTIATE**

#### **Mobile Pet Adoption and Vaccination Vehicle**

October 20, 2009

Dear Interested Parties:

Maricopa County is accepting proposals from Respondents who are interested in providing a 25 to 30 foot vehicle that will serve as a mobile animal adoption center for the Maricopa County Animal Rabies Control Department. The vehicle, built on a cutaway chassis, will be used to vaccinate and/or transport small animals available for adoption to population centers such as malls, parks and other areas where people can see and possibly handle the animals. The vehicle must have several kennels to hold the animals, on-board electric generator, roof-mounted a/c units, small refrigerator, administrative area(s), awning, and roll-up doors to cover cages during transport.

This Invitation to Negotiate (ITN) will define the general requirements and basic vehicle design being sought by the County, as well as the proposal procedures, evaluation and award criteria, and other factors pertinent to this ITN. (A draft County contract is attached for review.)

We invite Respondents to submit a proposal to us by **2:00 P.M.**, Arizona Time, on **Friday, November 27, 2009**, for consideration. Proposals received after that time and date may not be considered, at the County's sole discretion.

#### Background Information

Animal Care and Control (MCACC) utilizes every method possible to increase adoptions of shelter animals. An adoption vehicle, donated in FY2000, is used to transport and "show" the adoptable animals at locations throughout the Valley. It has proven to have an increased success in adopting animals in areas that are not close to any animal shelter or rescue. It is also used for licensing and vaccination clinics. Its continuing use maintains MCACC's collaborations with cities, towns and vendors such as Pets mart and PETCO that host adoption events.

Maddie's Fund, the non-profit organization that has funded the Maddie's coalition in Maricopa County dedicated to ending euthanasia of shelter animals by 2012, donated funds to Maricopa County Animal Care & Control to increase adoptions of shelter animals. Operation of two mobile Adoption and Vaccination vehicles will allow additional events to be scheduled increasing the visibility of MCACC, the number of adoptions completed, and the number of dogs vaccinated for rabies and licensed.

#### Mandatory Pre-Proposal Conference

**There will be a mandatory pre-proposal conference on Thursday, 5 6, 2009, from 10:00 am thru 11:30 am, in the Maricopa County Materials Management Conference Room. Respondents must attend the mandatory pre-proposal conference in order for their proposal(s) to be considered.**

**\*\*VENDORS ATTENDING THIS PRE-BID ARE ALLOWED TO PARK IN THE SPACES RESERVED FOR MATERIALS MANAGEMENT (MARKED MMD RESERVED)\*\***

**VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THEIR BID**

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**Signature:**

**Date:**

Questions will not be responded to prior to the Pre-Proposal Conference. All questions resulting from the Pre-Proposal Conference must be submitted to [lafondd@mail.maricopa.gov](mailto:lafondd@mail.maricopa.gov) no later than 2:00 PM, Arizona time, Tuesday, November 10, 2009. All questions and answers will be posted to [www.maricopa.gov](http://www.maricopa.gov) with the original solicitation.

### Proposal Components

Respondents should submit a proposal (not to exceed 20 pages) providing the following information. Respondents may submit more than one proposal.

- General background information on the Respondent's firm, including experience building specialty vehicles of this general type;
- Thorough description of proposed vehicle, to include type of engine (including fuel-type), accurate, scale drawing of vehicle reflecting locations of various components, cages, doors, etc., specifications of all County-requested components, and color(s) of vehicle exterior, interior and its components;
- Acknowledge agreement to warranty periods for each item under warranty as stated in Exhibit A and acknowledge that warranty period(s) will not begin until vehicle is actually put into service by County;
- Delivery time after receipt of order by County;
- Confirmation that the Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency; and
- Any other information deemed relevant or important for the County to consider in evaluating proposals.

(Respondents must provide at least three (3) reference accounts to whom they have provided vehicles of this general type. Included must be the name of the government entity or company (including type of vehicle purchased by that entity or company), individual to contact, phone number, street address and e-mail address.

Proposals should show all information necessary in order for the County to evaluate each Respondent's proposed vehicle.

All administrative information concerning this ITN can be located at <http://www.maricopa.gov/materials>. Any addenda to this ITN will be posted on the Maricopa County Materials Management web site under the solicitation serial number.

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this ITN must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

**NOTE:** Maricopa County publishes its solicitations online and they are available for viewing and/or downloading at the following internet address: <http://www.maricopa.gov/materials/advbd/advbd.asp>.

### Evaluation of Proposals – Selection Factors

A Proposal Evaluation Committee shall be appointed, chaired by the Materials Management Department, to evaluate and score the Proposals based on the criteria listed below. All proposals will be evaluated for compatibility with the County's intended use of the vehicle. The pricing proposals shall be reviewed in conjunction with the experience of the Respondent in building similar vehicles. Additional information may be requested from any or all of the Respondents during the evaluation process. The County reserves the right to reject any or all proposals. Selection of any Respondent is solely at the discretion of the County. At the County's option, Respondents may be invited to make presentations to the Evaluation Committee. The County will conduct negotiations with the highest rated Respondents. The following criteria are listed in descending order of importance.

- Proposed vehicle's adherence to specifications
- Number, flexibility and location of viewing kennels
- Outside showcase of kennels when viewed from outside

- Price
- On-board storage and countertop workspace

Your response to this ITN indicates your agreement to these conditions.

#### Submission Guidelines

Proposals must consist of one original hard copy plus one electronic copy (CD) of your proposal in Word and Excel. Proposals are due no later than 2:00 PM, Arizona Time on **Friday, November 27, 2009**.

Maricopa County Materials Management  
320 West Lincoln Street  
Phoenix, Arizona 85382  
ATTN: Dave LaFond, Procurement Officer

Any **questions** or explanations concerning this letter must be submitted via e-mail to Dave LaFond at [lafondd@mail.maricopa.gov](mailto:lafondd@mail.maricopa.gov) no later than **Friday, November 13, 2009**. Only those questions received in writing will receive a response.

Respondents to this ITN and their agents may only contact the Procurement Officer, Dave LaFond, Materials Management Department, during this process. If Respondents contact any other employee of the County, including Proposals Evaluation Committee members, regarding this ITN before the final contract has been awarded by the Maricopa County Board of Supervisors, the Respondent's proposal may be disqualified from further consideration at the County's sole discretion.

#### Attachments

Attachment A, Prices

#### Exhibits

Exhibit A, Mobile Pet Adoption and Vaccination Vehicle Specification

Exhibit B, Example Drawing of Mobile Pet Adoption and Vaccination Vehicle

Exhibit C, Draft Contract Pursuant to ITN

**ATTACHMENT A**  
**PRICING**

SERIAL 09104  
 NIGP CODE: 07053/07094  
 RESPONDENT NAME: \_\_\_\_\_  
 VENDOR NUMBER : \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 P.O. ADDRESS: \_\_\_\_\_  
 TELEPHONE NUMBER: \_\_\_\_\_  
 FACSIMILE NUMBER: \_\_\_\_\_  
 WEB SITE: \_\_\_\_\_  
 REPRESENTATIVE: \_\_\_\_\_  
 REPRESENTATIVE E-MAIL: \_\_\_\_\_

|   | <u>YES</u>                                      | <u>NO</u>                                       | <u>REBATE</u> |
|---|---|---|---------------|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:  | [ ]   | [ ]   |               |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:   | [ ]   | [ ]   |               |
| WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:<br>(Payment shall be made within 48 hours of utilizing the Purchasing Ca                   | [ ]   | [ ]   | % _____       |
| DELIVERY AFTER RECEIPT OF ORDER:  |   |   | _____ DAYS    |
| PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS.<br>FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS. |   |   |               |
| <input type="checkbox"/> NET 10 DAYS  | <input type="checkbox"/> NET 45 DAYS            | <input type="checkbox"/> 1% 10 DAYS NET 30 DAYS |               |
| <input type="checkbox"/> NET 15 DAYS  | <input type="checkbox"/> NET 60 DAYS            | <input type="checkbox"/> 2% 30 DAYS NET 31 DAYS |               |
| <input type="checkbox"/> NET 20 DAYS  | <input type="checkbox"/> NET 90 DAYS            | <input type="checkbox"/> 1% 30 DAYS NET 31 DAYS |               |
| <input type="checkbox"/> NET 30 DAYS  | <input type="checkbox"/> 2% 10 DAYS NET 30 DAYS | <input type="checkbox"/> 5% 30 DAYS NET 31 DAYS |               |

ALL PRICING SHALL BE SUBMITTED ON THE SAME CD AS THE PROPOSAL AND FORMATTED IN EXCEL '2003. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THE ACCOMPANYING CD IN YOUR SUBMITTAL. ANY PROPOSAL NOT CONTAINING THE REQUIRED CD MAY BE CONSIDERED NON-RESPONSIVE AND NOT CONSIDERED FOR EVALUATION OR CONTRACT

**PRICING:**

| <u>ITEM DESCRIPTION</u>  | <u>PRICE</u>   |
|--|----------------|
| Pet Adoption/Vaccination Vehicle<br>in accordance with attached specifications:  | \$ _____ /each |
| 1.0 <b><u>Factory Extended Warranty</u></b> - 72 mo, 100,000 mi.,<br>Chevrolet Major Guard, Ford Extra Care, or equal. |                |
| 1.1 Deductible - \$0.00  | \$ _____       |
| 1.2 Deductible - \$50.00   | \$ _____       |
| 1.3 Deductible - \$100.00  | \$ _____       |

## **EXHIBIT A**

### **MOBILE PET ADOPTION AND VACCINATION VEHICLE SPECIFICATION**

#### MINIMUM VEHICLE TECHNICAL REQUIREMENTS:

##### 1.0 CAPACITIES / DIMENSIONS:

- 1.1 Gross Vehicle Weight: Minimum of 14,000 pounds.
- 1.2 Wheelbase: Approximately 159 inches.
- 1.3 Overall Exterior Length: Approximately 26 feet.
- 1.4 Overall Interior Width: Approximately 95 inches.
- 1.5 Overall Exterior Height: Maximum 120 inches, including roof-mounted A/C units.
- 1.6 Interior Height: Minimum 82 inches.
- 1.7 Fuel Tank Capacity: Minimum 55 gallons.

##### 2.0 ENGINE:

- 2.1 Type: Diesel, Gasoline or Bio-Fuel.
- 2.2 Displacement: Minimum 5.9 Liters.
- 2.3 Cooling: Shall support vehicle operating in Arizona summertime ambient temperatures reaching 120 degrees F.
- 2.4 Air Filtration: Shall support vehicle operating in Arizona's extremely dusty conditions.

##### 3.0 TRANSMISSION:

- 3.1 Type: Four or five-speed, automatic with overdrive.
- 3.2 Cooling: Shall support vehicle operating in Arizona summertime ambient temperatures reaching 120 degrees F.

##### 4.0 CHASSIS:

Full Cutaway Frame, with dual rear wheels. No preference for manufacturer.

##### 5.0 AXLES / SUSPENSION:

- 5.1 Front Capacity. Minimum 5,000 pounds.
- 5.2 Rear Capacity. Minimum 9,500 pounds.
- 5.3 Rear Axle Gear Ratio. Approximately 4.10:1.
- 5.4 Shocks. Manufacturer's standard heavy-duty front and rear.
- 5.5 Stabilizer Bars. Manufacturer's standard heavy-duty, front and rear.

##### 6.0 BRAKE SYSTEM:

Manufacturer's standard power assist, four-wheel anti-lock design.

7.0 STEERING SYSTEM:

Power assist with tilt steering wheel.

8.0 WHEELS AND TIRES:

- 8.1 Tires. Six (6) ply heavy-duty tubeless steel-belt radials, shall have minimum load range rating for the specified chassis and shall comply with FMVSS119.
- 8.2 Wheels. Shall be OEM steel wheels properly rated for the GVWR of the chassis. All wheels shall comply with FMVSS120.
- 8.3 Spare Tire. One (1) tire and wheel assembly matching mounted tire / wheel combination specified in 2.8.1 and 2.8.2, above and mounted on a carrier under the vehicle.

9.0 ELECTRICAL:

- 9.1 Battery(s). Manufacturer's best, maintenance-free type. Shall have sufficient cold cranking amperes to start the engine at 0°F.
- 9.2 Alternator. Minimum 130 amperes.
- 9.3 Chassis Wiring. System shall be OEM.

10.0 CAB AIR CONDITIONING/HEATER:

Manufacturer's standard chassis system that shall satisfactorily cool the vehicle operating in Arizona summertime ambient temperatures reaching 120 degrees F.

11.0 CAB:

11.1 Operator's Controls.

Shall be OEM placed to allow easy reach by the operator and Be clearly marked as to function. Label tape shall not be allowed for control identification.

11.2 Instruments / Gauges.

Shall be OEM and include at a minimum, the following chrono-type:

- 11.2.1 Speedometer
- 11.2.2 Mileage Odometer
- 11.2.3 Voltmeter or Ammeter
- 11.2.4 Engine Oil Pressure Gauge
- 11.2.5 Coolant Temperature Gauge
- 11.2.6 Fuel Gauge
- 11.2.7 High-Beam Headlight Indicator
- 11.2.8 Turn Signal Indicator
- 11.2.9 Four-way Hazard Flasher Indicator

- |      |                                |   |
|------|--------------------------------|---|
| 11.3 | Horns.                         | Dual electric OEM horns.  |
| 11.4 | Windshield Wipers.             | Dual, 2-speed electric with intermittent delay and windshield washer system.  |
| 11.5 | Radio.<br>speakers.            | AM/FM with CD player stereo, with flush-mounted door panel  |
| 11.6 | Exterior Mirrors.              | OEM power with convex mirror allowing driver to see behind vehicle and shall comply with FMVSS.   |
| 11.7 | Driver and Passenger<br>Seats. | High-back fully adjustable recliner style with armrest, covered with a heavy-duty durable fabric (tan color). A (3) point lap and shoulder belt shall be provided. Shall comply with FMVSS. |
| 11.8 | Doors and Windows.             | Factory power locks and windows.  |
| 11.9 | Air Bags.                      | Provide for both driver and passenger sides. Passenger-side air bag shall have capability of being disabled.  |
- 12.0 BODY:
- 12.1 Structure.
- Body-on-chassis structure shall meet or exceed all FMVSS requirements. All side walls, roof and rear wall shall be joined together by a continuous, aluminum, running "W" extrusion that is a minimum of .090" thick. Extrusion shall be welded to the wall and roof, forming a stable "uni-body" style construction. A dielectric barrier shall be used between all dissimilar metals.
- 12.2 Sub-Frame.
- Minimum 11 gauge "J" style trusses shall be used. Trusses shall only be secured mechanically to the frame with the use of rubber vibration and sound control dampeners designed specifically for this purpose. (Welding the trusses directly to the vehicle frame or using material than rubber dampeners designed specifically for this purpose, such as wood, to aid in mounting the trusses to the frame and/or for vibration or sound control is not acceptable.) Grid welded 2"x2", 14 gauge steel, maximum 24" on center shall be used. All step assemblies, storage boxes, generator and other supports shall be welded to the "J" trusses and 2"x2" grid. Flooring shall be minimum 3/4" exterior-grade plywood. The entire under-carriage shall be undercoated.
- 12.3 Walls.
- Shall be constructed of welded .060" 1 1/2" x 1 1/2" aluminum studs, maximum 16" on center, with framing for windows, doors, etc. Interior and exterior shall be rectangular walls. (Attaching side-to-side or end-to-end is not acceptable.)
- 12.4 Roof.
- Roof bows shall be a bowed truss constructed of .060" 1 1/2" x 1 1/2" aluminum with a minimum one (1) inch rise on the exterior and a flat surface on the interior.
- 12.5 Exterior / Interior Finish.
- The body exterior shall be of a finish that matches the OEM finish provided on the vehicle cab. The interior and exterior walls and the interior roof shall be seamless, one piece fiberglass panels bonded directly to shell structure. The exterior roof shall be seamless, one piece, fiberglass. Mechanical attachment of any panels is not acceptable. Exterior panels and roof shall be premium

quality, gel coated smooth, high gloss fiberglass, in a color to match the chassis manufacturer's cab paint color.

12.6 Skirting.

The front, rear and skirting of the vehicle shall be finished with skirting specifically constructed to match the contours on the chassis/body to form a continuous aerodynamic structure.

12.7 Front Cap.

Shall be open on the interior for storage and shall be insulated.

12.8 Insulation.

All spaces between studs and bows shall be insulated with 1 ½" thick reflective vapor barrier insulation with minimum R6 rating.

12.9 General Hazards.

The vehicle shall be free of sharp corners, edges and protrusions that would present a hazard, both, on the exterior of the vehicle and in the coach compartment. There shall be no exposed electrical wiring in the passenger compartment of the vehicle.

12.10 Vehicle Bumpers.

Front shall be Chassis Manufacturer's standard. Rear shall be minimum 11 gauge steel.

12.11 Rear Doors / Steps.

Provide two (2) heavy-duty side entry doors, minimum 30" wide by 79" high, with a 24" x 30" window, dead bolt, and a full length stainless steel hinge. Easy entry/exit steps with step wells.

12.12 Rollup Doors.

Provide minimum two (2) rollup doors, minimum 60" high by 48" wide, located on passenger side in order to view animal cages from the outside.

12.13 Awning.

Provide one (1) 16 foot electrically-operated awning, mounted on passenger side above the roll-up doors. Tan in color.

12.14 Kennels.

Provide minimum of eleven (11) kennels with stainless steel gates. Sides shall be made with ¾" exterior-grade plywood and covered with laminate to match the interior of the vehicle.

12.14.1 Kennels shall be at least 48" wide by 30" high and 20" deep with removable dividers.

12.14.2 Kennels shall be located as to allow maximum number of kennels and for ease of viewing from outside the vehicle.

12.14.3 Cabinets/Counters.

Cabinets and drawers shall have marine-grade slam-shut latches (Positive Latch). Overhead cabinets shall have lift arms and Plexiglas Fronts for easy view. All cabinetry features inset drawers and drawers utilizing premium "GRASS" 3000 series hinges and "GRASS" 6000 series drawer slides or equal. One drawer shall have a locked door for storage of pharmaceuticals. The drawer must be at least 5" high x 12' wide and 20" deep. All counter tops, except desk shall be stainless steel. Shall have

padded vinyl bench seat next to entry door. Must have a sink with faucet that, when covered with a stainless steel-covered insert, provides additional countertop workspace.

12.15 Refrigerator.

Minimum three (3) cubic foot dual 120/12 volt with a minimum 480 cubic inch freezer.

12.16 Water System.

Provide one (1) fresh water tank with a minimum 25 gallon capacity. Shall be gravity fed to external faucet. Shall also have city water fill capability.

12.17 Handrails.

Provide four (4) handrails as follows: one (1) mounted on the left side of exterior entry doors and one (1) mounted on the right side of interior doors within the step well.

12.18 Air Conditioning.

Provide two (2) roof mounted air conditioning units rated at 13,500 BTU each for the coach area. The controls must be located in the control panel located in the coach area.

12.19 Generator/120/240 Volt Electrical System.

12.19.1 Generator.

Onan Commercial Marquis Gold 7.0 watt or equal. Shall be mounted on a pull-out slide with easy access door. Generator shall be plumbed to draw fuel from vehicle fuel tank with provisions so generator will not be able to draw fuel if level of vehicle fuel tank is below 1/4 to 1/8 full.

12.19.2 Wiring.

Shall meet or exceed all applicable FMVSS and/or RVIA standards. All wiring, outlets, switches, etc. shall be mounted in raceway. There shall be no wiring or fixtures run or mounted directly in or through the walls. Wiring shall be protected from chafing and abrasion. Where wire passes through sheet metal, bulkheads and/or structural supports, plastic grommets shall be used to protect both wiring and wiring looms. All wire shall be adequately supported. There shall be no self-supporting wiring. All 120/240 volt main wiring to be stranded, bundles and color coded THHN wire sized appropriately for the intended electrical load. All AC electrical circuits shall be protected from over-current by resettable circuit breakers appropriately rated for the load and clearly labeled. Contractor shall provide dual 50 foot, 30 amp marine grade shore power cords with matching 30 amp marine-grade service inlets.

12.19.3 Control/Distribution Center.

Electrical distribution area shall be vented to outside to facilitate cooling of components, including all fuse panels, breaker/AC control panels, battery chargers, etc. Shall have appropriately sized 120/240 volt AC control panel for generator and shore power UL listed main breaker. Control/Distribution Center shall have an automatic transfer switch to select between shore power and generator power. Default mode shall fall to the generator. Transfer switch shall prevent generator back-feed into utilities. Install 120 volt duplex outlets throughout the vehicle in accordance with Section 2.12.20.2, above.

12.19.4 Circuit Protection shall be GFCI as required by NEC.

## 12.20 Twelve (12) volt DC Electrical System.

### 12.20.1 Battery.

Shall be 12 volt, deep cycle, gel cell 750 CCA 55 amp/hr. battery. Battery shall be located in a dedicated, weather proof exterior compartment with access door. Battery shall be adequately mounted to prevent movement.

### 12.20.2 Wiring.

Wiring shall be THHN stranded, bundled, color coded and appropriately sized for the intended electrical load. Wiring shall meet or exceed all SAE and/or FMVSS standards.

### 12.20.3 Circuit Protection.

All 12 volt accessories shall be fused with appropriately sized, replaceable ATC/ATO-style fuses. Fuses shall be mounted in a fuse/distribution panel located in electrical distribution area and shall be clearly labeled.

### 12.20.4 Power Converter/Charger.

One (1) 45 amp minimum power converter, Iota or equal, with battery charger to convert 120 volt nominal AC to ~13.6 volt DC. Charger/converter shall include reverse polarity protection, brown out input protection, and have a cooling fan controlled by converter/chargers internal ambient temperature. Charger shall also include a microprocessor-controlled function to automatically adjust charger/converter between bulk, absorption and float stage charging to decrease charge times and insure proper and safe battery charging without over-charging. Shall have one (1) 160 amp (minimum) battery isolator to allow vehicle alternator to charge auxiliary battery when vehicle engine is running. Isolator shall prevent auxiliary battery loads from drawing on engine battery.

### 12.20.5 Ceiling Lighting.

Shall have a minimum of eight (8) 12 volt, dual-bulb light fixtures to be installed on ceiling controlled by a common switch at coach entrance door. Lights shall be powered by the auxiliary battery. The battery shall be charged by the battery charger/converter. The charger shall be powered by the generator or land line. Light shall be located inside, one dual-bulb light shall be located on back wall, one set across from both entry doors and one set across from the cages in front of roll up doors.

### 12.20.6 Entry Door Lighting.

Shall have a minimum of one (1) 12 volt exterior light next to entry door. Light shall be wired in such a manner that it can be turned on or off from either the interior of the exterior of the vehicle. Shall be mounted inside the body so lens does not protrude more than two (2) inches passed the exterior body. Lights shall be powered by the auxiliary battery. The battery shall be charged by the battery charger/converter. The charger shall be powered by the generator or land line.

### 12.20.7 Ceiling Fans.

Minimum of one (1) three (3) speed reversible 12volt fan. Located in the center of the coach area. Fans shall be powered by the auxiliary battery. The battery shall be charged by the battery charger/converter. The charger shall be powered by the generator or land line.

12.21 SAFETY EQUIPMENT:

12.21.1 Fire Extinguisher.

Minimum of one (1) five (5) lb., DOT approved class A,B and C , installed in the vehicle in a highly visible, convenient, easy access location(s).

12.21.2 Carbon Monoxide Detector.

Installed in the coach beside the front entry door. Shall be self battery powered. Shall identify levels of CO in parts per million (ppm) once level reaches 30 ppm. Shall meet UL2034 standards as required for RVIA.

12.21.3 Backup Alarm.

A waterproof 12VDC 97db alarm activated by the transmission reverse switch shall be installed at the rear in a protected area.

12.21.4 Tools.

OEM tire changing tools including a jack.

13.0 MANUALS:

13.1 Operators Manuals.

Minimum, one (1) operators manual for vehicle and all installed equipment (e.g. generator, pumps, air conditioners, refrigerator, etc.).

13.2 Repair CD.

Two (2) complete CD's, to include overhaul instructions on all components, electrical, emissions, drive-ability, wiring schematics and vacuum diagrams. A diagram of all contractor-added wiring shall be supplied. CD's shall be delivered concurrent with the vehicle.

14.0 WARRANTIES:

Warranties shall not commence until the County puts the vehicle into "fleet service", as opposed to delivery of vehicle.

14.1 Components.

Minimum warranty for all components shall be 12 months for parts and labor.

14.2 Chassis Assembly.

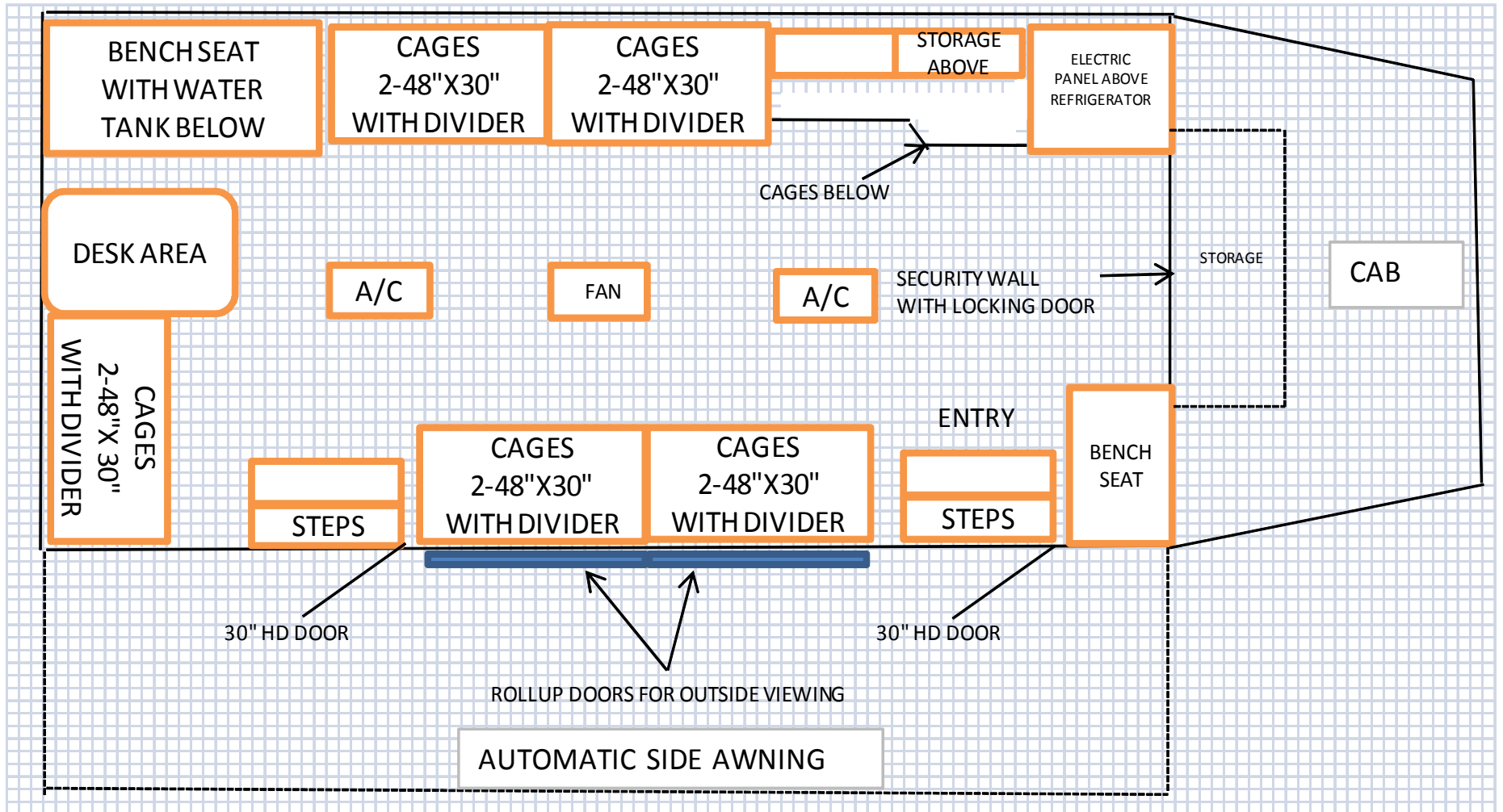
Minimum, 36 months or 36,000 miles, "Bumper to Bumper

14.3 Body Structure.

Minimum, five (5) years or 75,000 miles.

# EXHIBIT B

## EXAMPLE DRAWING OF A MOBILE PET ADOPTION AND VACCINATION VEHICLE



## EXHIBIT C

### DRAFT COUNTY CONTRACT



*(DRAFT CONTRACT)*

## CONTRACT PURSUANT TO ITN

**SERIAL 09104-ITN**

This Contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and \_\_\_\_\_, an Arizona corporation ("Contractor") for the purchase of a mobile pet adoption and vaccination vehicle.

### 1.0 DELIVERY:

- 1.1 Delivery shall be completed no later than \_\_\_\_\_ days after Contractor's receipt of a purchase order.
- 1.2 Vehicle shall be delivered between the hours of \_\_\_\_\_ and \_\_\_\_\_, Monday through Friday, except on State recognized holidays.
- 1.3 The Contractor shall be responsible to present the vehicle(s) for inspection in a complete and ready-for-use condition with all components functioning, cleaned and tested.
- 1.4 Delivery shall be F.O.B. Destination to \_\_\_\_\_, Phoenix, Arizona.

### 2.0 PAYMENT:

- 2.1 As consideration for delivery of the vehicle described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice.

### 2.3 INVOICES:

- 2.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery

- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Total Amount Due

2.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

2.3.3 Payment may be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program, if Contractor so elects. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/)).

2.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

### 3.0 AVAILABILITY OF FUNDS:

3.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

3.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

### 4.0 DUTIES:

The Contractor shall deliver equipment described in Exhibit "A", or as otherwise directed in writing by the Procurement Officer.

### 5.0 TERMS and CONDITIONS:

#### 5.1 INDEMNIFICATION:

5.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with

any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

5.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

5.1.3 The scope of this indemnification does not extend to the sole negligence of County.

5.2 **INSURANCE REQUIREMENTS:**

5.2.1 Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

5.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

5.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

5.2.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

5.2.8 The policies required hereunder, except Workers' Compensation, and shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

5.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

5.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

5.2.11 Workers' Compensation.

5.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

5.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

5.2.12 Certificates of Insurance.

5.2.12.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

5.2.12.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

5.2.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

5.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

5.3 WARRANTIES:

- 5.3.1 The Contractor warrants that the vehicle and its equipment provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of the vehicle provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- 5.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Repairs by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

5.4 ACCEPTANCE:

Upon delivery and/or successful inspection and testing of vehicle systems, the vehicle shall be deemed accepted. All documentation shall be completed prior to final acceptance.

5.5 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and possibly to place orders under this Contract.

5.6 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Materials Management Department  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

For Contractor:

5.7 REQUIREMENTS CONTRACT: (If determined to have option to order additional vehicles.)

- 5.7.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.
- 5.7.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.
- 5.7.3 Purchase orders will be cancelled in writing.

**5.8 TERMINATION FOR CONVENIENCE:**

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

**5.9 TERMINATION FOR DEFAULT:**

5.9.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

5.9.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

5.9.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

5.9.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**5.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**5.11 OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**5.12 RELATIONSHIPS:**

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

5.13 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

5.14 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

5.15 RETENTION OF RECORDS:

5.15.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

5.15.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

5.16 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

5.17 ALTERNATIVE DISPUTE RESOLUTION:

5.17.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

5.17.1.1 Render a decision;

5.17.1.2 Notify the parties that the exhibits are available for retrieval; and

5.17.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

5.17.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

5.17.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

5.18 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

5.19 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

5.20 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

5.21 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

5.21.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

5.21.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

5.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

5.22.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors

certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

- 5.22.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

5.23 **CONTRACTOR LICENSE REQUIREMENT:**

- 5.23.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.
- 5.23.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

5.24 **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

- 5.24.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
- 5.24.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
  - 5.24.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 5.24.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
  - 5.24.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 5.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.
- 5.24.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

5.25 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

5.26 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

5.27 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

5.28 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

5.28.1 Exhibit A, Pricing;

5.28.2 Exhibit B, Mobile Pet Adoption and Vaccination Vehicle Specifications.

# SERIAL 09104-ITN

## ADDENDUM #2

### Pre-Proposal Conference Questions With Answers

#### **PROPOSALS DUE DATE REMAINS NOVEMBER 27, 2009**

QUESTION 1: Section 2.1 Engine type – Do you want the generator matched to the chassis engine so that they can use a common fuel tank or will a separate fuel tank for the generator be acceptable. On the E-450 van Ford is only offering a gas engine in year model 2010 and a diesel generator is better when vehicle is parked and operational. What is Maricopa County's preference?

**ANSWER: The generator needs to have a common fuel tank matched to the chassis engine.**

QUESTION 2: Section 11.0 Cab – Do you want tilt and cruise.

**ANSWER: Vehicle must have both tilt steering column and OEM cruise control.**

QUESTION 3: Section 12.14.3 Cabinets/Counters – Does the padded vinyl bench seat need to be vacuum formed instead of stitched to prevent pathogens and other bio-hazards from soaking into foam material. Does hand sink need to be stainless steel for ease of cleanup.

**ANSWER: The padded vinyl bench seat needs to be vacuum-formed and the hand sink is to be stainless steel.**

QUESTION 4: Does the passenger airbag need the ability to be disengaged?

**ANSWER: No.**

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

MARICOPA COUNTY

\_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
LEGAL COUNSEL

\_\_\_\_\_  
DATE