#### PIGGYBACK AGREEMENT FOR PURCHASE OF MOBILE MEDICAL UNIT

THIS PIGGYBACK AGREEMENT (the "Agreement") is entered into as of the Effective Date defined in Section 3A, below, by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and Lifeline Mobile, Inc., (the "Contractor"), an Ohio corporation, 2050 McGraw Road, Columbus OH 43207.

WHEREAS, the County's Procurement Ordinance and Procurement Procedures permit it to enter into piggyback purchasing agreements; and

WHEREAS, the County requires the services of a contractor who can provide a mobile medical unit for its Indigent Health Care division; and

WHEREAS, the Contractor has contracted with the Hamilton County Florida Board of County Commissioners (BoCC) to provide a mobile medical unit for the Indigent Health Care division pursuant to that certain Agreement for purchase of Mobile Medical Unit dated as of December 19, 2023 (the "Hamilton County Agreement") which those parties entered into upon Hamilton County's award of a Request for Proposal Qualifications to Contractor for a mobile medical unit; and

WHEREAS, the County and the Contractor have determined that the Hamilton County Agreement is an acceptable agreement upon which the County and the Contractor may establish a piggyback agreement; and

**NOW, THEREFORE,** in consideration of the promises contained herein, the parties hereby agree, as follows:

- 1. Recitals. The above stated recitals are true and correct.
- 2. Terms and Conditions: Conflict. Except as otherwise stated herein, the terms and conditions of the Hamilton County Agreement shall form the basis of this Agreement, with the County having the rights, duties, and obligations of the "Hamilton County BoCC" thereunder. A true and correct copy of the Hamilton County Agreement is attached as Exhibit "A" and incorporated herein. If any provision of this Agreement conflicts with any provision of the Hamilton County Agreement, then the terms, conditions, and provisions of this Agreement shall control.
- 3. <u>Supplemental Terms and Conditions.</u> The terms and conditions of the Hamilton County Agreement are hereby modified or supplemented, as follows:
  - A. <u>Term.</u> The term of this Agreement shall commence on the date (the "Effective Date") the later of the two parties executes the Agreement and shall continue through the completion of each parties' obligations hereunder. The Contractor shall provide for delivery of the finished vehicle to the County within 750 days of the Effective Date of this Agreement.
  - B. <u>Insurance</u>. The Contractor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Contractor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such

1

coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Vendor's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Contractor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Contractor suspend Contractor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Contractor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

<u>Commercial General Liability</u>. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

#### **Independent Contractors:**

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

<u>Workers Compensation</u>. The Contractor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

C. <u>Indemnity</u>. Contractor, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Contractor to comply with applicable laws, rules or regulations, (ii) the

breach by Contractor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Contractor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Contractor, its professional associates, subcontractors, agents, and employees provided, however, that Contractor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

- D. Force Majeure. Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if nonperformance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.
- E. <u>Default and Remedy.</u> If Contractor materially defaults in its obligations under this Agreement, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to Contractor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement, then Contractor shall have the right to immediately terminate this Agreement by delivering written notice to the County and to seek payment from County for those services Contractor has provided but for which has not yet been paid.
- F. <u>Attorneys' Fees and Costs.</u> In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and

expenses incurred for any appellate or bankruptcy proceedings.

- G. <u>Dispute Resolution</u>. Notwithstanding anything in the Hamilton County Agreement to the contrary, there shall be no arbitration of any dispute arising or pertaining to this Agreement. The parties shall resolve all such disputes via voluntary and non-binding mediation or negotiation.
- H. LIMITATION OF LIABILITY. IN NO EVENT SHALL THE COUNTY  $\mathbf{BE}$ LIABLE TO THE CONTRACTOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.
- I. Governing Law. This Agreement shall be governed in all respects by the Laws of the State of Florida, without regard to conflicts of the laws principles.
- J. <u>Venue.</u> Any litigation with respect to this Agreement shall be brought and prosecuted only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.
- **K.** <u>Notice.</u> All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing, and shall be, as elected by the person giving such notice, hand delivered by nationally recognized messenger or by courier service, or mailed by registered or certified mail, return receipt requested, and addressed, as follows:

If to the County:

Polk County Health & Human Services

Division

Attention: Director

2135 Marshall Edwards Drive

Bartow, FL 33830

If to Vendor:

Lifeline Mobile, Inc. Attention: President 2050 McGraw Road Columbus, OH 43207

- L. <u>Non-exclusive Agreement.</u> This Agreement does not grant the Contractor the exclusive right to provide the mobile medical unit for the Indigent Health Care Division during the Agreement term. The County may utilize its own personnel to perform such services or it may employ other vendors or contractors to provide such services.
- M. Public Records Law.

- (a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
- (b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
- (1) keep and maintain public records required by the County to perform the services required under this Agreement;
  - (2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
  - (4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.
- (c) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIAISON OFFICER POLK COUNTY 330 WEST CHURCH ST. BARTOW, FL 33830 TELEPHONE: (863) 534-7527

### EMAIL:RMLO@POLK-COUNTY.NET

### N. <u>Scrutinized Companies and Business Operations Certification:</u> Termination.

#### A. Certification(s).

- (i) By its execution of this Agreement, the Contractor hereby certifies to the County that the Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.
- (ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Contractor further certifies to the County as follows:
  - (a) the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
  - (b) the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
  - (c) the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
  - (d) the Contractor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.
- (iii) The Contractor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters.
- B. <u>Termination</u>. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:
  - (i) the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or
  - (ii) the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).
- O. <u>No Construction Against Drafter</u>. The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not

6 Rev 3.7.23

apply in interpreting this Agreement.

Public Entity Crimes. The Contractor declares and warrants that neither the Contractor nor any of the Contractor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

#### Q. Unauthorized Alien(s)

The Contractor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Contractor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

#### R. Employment Eligibility Verification (E-VERIFY)

- A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.
- B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.
- C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of

this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

S. <u>Entire Agreement.</u> This Agreement sets forth the entire understanding and agreement between the parties. This Agreement may only be modified or changed in writing, and such modifications and changes signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

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STACY BUTTERFIELD CLERK OF THE BOARD

Polk County, a political subdivision of the State of Florida

By:

Deputy Clerk

By:

W.C. Braswell, Chairman Board of County Commissioners

Date Signed By County

Reviewed as to form and legal sufficiency:

County Attorney's Office

Date

ATTEST:

By: Corporate Secretary

John Coblantz

[Print Name]

Date: 4-7-2024

Lifeline Mobile, Inc. an Ohio corporation

By

K. Lee Guse

[Print Name]

**Chief Executive Officer** 

SEAL

[Title] Date:

LUCILLE M THOMPSON

Notary Public

State of Ohio

My Comm. Expires

June 11, 2028

While M Thompson

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# ADDENDUM TO PURCHASE OF MOBILE MEDICAL UNIT BETWEEN COUNTY OF HAMILTON, FLORIDA, AND LIFELINE MOBILE, INC.

THIS ADDENDUM is dated as of the 17th day of January, 2024, (the "Effective Date") and is by and between the COUNTY OF HAMILTON, FLORIDA (the "County") and LIFELINE MOBILE, INC. (hereinafter "Lifeline Mobile").

WHEREAS, County and LIFELINE MOBILE are parties to a certain Purchase of Mobile Medical Unit, (the "Purchase of Mobile Medical Unit"), pursuant to which the County agreed to purchase a 2025 Model Vehicle Medical Unit ("Mobile Medical Unit") from Lifeline Mobile, Inc.

**WHEREAS**, County and LIFELINE MOBILE now wish to amend the terms of the Purchase of Mobile Medical Unit as set forth in this Amendment; and,

**NOW THEREFORE,** in consideration of the foregoing premises, the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

The County will pay for the Mobile Medical Unit in three equal payments of (i) one-third of the purchase price on the Effective Date of the time the Contract for Purchase of Mobile Medical Unit is signed; (ii) one-third of the purchase price payable twelve (12) months from the Effective Date; and (iii) one-third of the purchase price payable at the time of delivery of the Mobile Medical Unit.

Except as specifically modified by this Addendum, all provisions of the Purchase of Mobile Medical Unit remain in full force and effect. The Parties agree that in the event of a conflict between the Purchase of Mobile Medical Unit and this Addendum, the terms of this Addendum shall control.

**IN WITNESS WHEREOF**, this Addendum has been duly executed by the authorized representatives of the parties effective as of the date first written above.

By:

| By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: | By: |

#### AGREEMENT FOR PURCHASE OF MOBILE MEDICAL UNIT

THIS AGREEMENT dated as of the	day of		, 2023, t	y and
between the Board of County Commissioners i	in and for Hamilton	County, Florida,	whose a	ddress
is Office of the Clerk of the Commission, 2	207 Northeast First	Street, Jasper,	Florida	32052
("County") and Lifeline Mobile, Inc., an Ohio	corporation, whose	address is 2050	McGaw	Road,
Columbus, Ohio 43207 ("Contractor"),	•			

#### WITNESSETH AS FOLLOWS

WHEREAS, County has ordered a 2025 Model Vehicle Mobile Medical Unit ("Mobile Medical Unit"); and

WHEREAS, Contractor has represented it is willing and able to deliver a Mobile Medical Unit confirming to and satisfying the specifications in that certain Request for Quotations as set forth in the Contractor's bid submission dated August 29, 2023; and

WHEREAS, Contractor has further represented that the specification for the Mobile Medical Unit will comply with all federal and state regulations; and

WHEREAS, County and Contractor (collectively, "parties") believe it is prudent to memorialize the terms and conditions of their agreement in the form of this Agreement for Purchase of a Mobile Medical Unit.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals, covenants, and representations as well as the mutual obligations set forth herein and other good and value consideration the receipt and sufficiency of which is acknowledged, the parties agree, contract and covenant as follows:

#### I. General Statement of Contract Purpose and Parties' Objectives.

- 1. Contractor will design, provide, deliver, and provide training for the operation of one new 40 ft. long Mobile Medical Unit for the County. The vehicle shall include rooms, casework, desks and chairs, utility areas, storage, lavatories, lighting, insulation, and any other amenities specified in the specific contract provisions set forth in Article I of this Agreement. The completed and fully operational Mobile Medical Unit shall meet all applicable documents, publications and standards in effect at the time of manufacture. These shall include, but not limited to, all U. S. Dept. of Transportation [DOT] and Federal Motor Vehicle Safety Standards [FMVSS], requirements as applicable.
- 2. Contractor will provide two half-days of intensive training in the operation of all phases of operation for the Mobile Medical Unit. The first half-day of training will occur at the delivery of the Mobile Medical Unit, and a second half-day will be scheduled, at the request of the County at a future date to be determined to re-train personnel on the operations.

- 3. Training will include actual operational issues of the Mobile Medical Unit, such as deployment of equipment; HVAC operation; periodic preventative maintenance operations; use of check lists for improving operations; safety issues; and more. Instructions will be provided by a trained Lifeline person appropriate to the job.
- 4. The training provided by the Contractor will also include the availability the qualified electrician, plumber or carpenter during the life of the vehicle for any technical assistance the County may request.

#### II. Specific Contract Provisions.

- a. The specific contract specifications set forth in the Addendum to Agreement for Purchase of Mobile Medical Unit attached hereto and incorporated by reference herein.
- b. In the event of any conflict between the terms of this Agreement and the specifications set forth in the Addendum, the specific contract specifications in the Addendum shall control.
  - c. Deliverable 1 for first payment 50% or \$296,708.00:
    - i. Delivery of the finished vehicle to the BOCC within \_\_\_\_\_\_ days after contract execution.
    - ii. Inspection of the vehicle to ensure all Vehicle Specifications listed in the Addendum to the Agreement for Purchase of Mobile Medical Unit are installed and working satisfactorily to be completed \_\_\_\_\_ days after the Mobile Medical Unit is received.
    - iii. Written warranty to be provided within \_\_\_\_ days of the Mobile Medical Unit delivery.
    - iv. On-site training by vendor personnel provided at the vendor's expense for half (1/2) day at delivery.
  - d. Deliverable 2 for final payment 50% or \$296,708.00:
    - i. On-site training by vendor personnel provided at the vendor's expense for half (1/2) day in the future at a time, date, and location as agreed to by both parties to be scheduled by the Hamilton County Coordinator with Lifeline Mobile, Inc.
    - ii. Names and Addresses of all authorized service agents in the greater Hamilton County, Florida Area.

#### III. General Provisions.

- 1. This Agreement will inure to the benefit of and be binding on the heirs, executors, administrators, personal representatives, and permitted successors and assigns of both Purchaser and Seller.
- 2. This Agreement is for the sole benefit of, and may be enforced solely by, the parties and their permitted successors and assigns. The parties do not intend to create any rights or benefits for any other person or entity. Notwithstanding the foregoing, no remedy, right, obligation or liability arising under this Agreement shall accrue to or for the benefit of any creditor or trustee in bankruptcy.
- 3. Nothing in this Agreement is intended to create any partnership, joint venture or other joint ownership, profit-sharing or similar kind of agreement or arrangement between the Purchaser and the Seller.
- 4. This Agreement (including any exhibits hereto) is the entire agreement of the parties with respect to this transaction and supersedes any and all prior or contemporaneous written or oral agreements or understandings between the parties with respect to this Agreement. This Agreement may be modified only by a writing signed by all parties. Further, any consent, notice, approval or agreement required or allowed under this Agreement, or any waiver of any provision, must be in writing and delivered in accordance with the process set forth in paragraph XX. Failure of either party to enforce any provisions of this Agreement will not release the other party of its obligations under this Agreement and will not be deemed a waiver of any party's rights to thereafter pursue remedies lawfully available to it.
- 5. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect, and the remaining terms will be interpreted to give to parties the material benefits of their bargain, and will in no way be affected, impaired, or invalidated.
- 6. In any litigation or other proceeding arising out of this Agreement, the substantially prevailing party as determined by the court will be entitled to an award of its reasonable attorneys' fees and other costs incurred therein (taking into consideration the amounts and issues in controversy).
- 7. This Agreement is to be construed according to the internal laws of the State of Florida. The venue for any action or proceeding in any manner pertaining to this Agreement shall be exclusively commenced in the Third Judicial Court, State of Florida, Hamilton County, Florida, and in no other venue or Court, and the Hamilton County Circuit Court shall have exclusive jurisdiction over any judicial proceeding relating to any dispute arising out of the interpretation, performance, or breach of this Agreement including any and all equitable relief. The parties irrevocably and unconditionally consent to and waive any objection to the laying of venue of any suit, action, or any proceeding in the Hamilton County Circuit Court and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

- 8. To the extent permitted by law, each party hereto (which includes any assignee, successor, heir, or personal representative of a party) hereby waives trial by jury in any action or proceeding or counterclaim brought by any party hereto against the other on any matter whatsoever arising out of or in any way connected with this agreement, the relationship of the parties, or any claim of injury or damage, or the enforcement of any remedy under any statute, emergency or otherwise, whether any of the foregoing is based on this agreement or on tort law. By execution of this Agreement the parties agree that this provision may be filed by any party hereto with the clerk or judge before whom any action is instituted, which filing will constitute the written consent to a waiver of jury trial pursuant to and in accordance with applicable state law. The provisions of this paragraph will survive the closing or earlier termination of this Agreement.
- 9. No broker has been involved in the negotiation, drafting, the consideration exchanged, work performed, services rendered or goods delivered or any closing with respect to any of such matters.
- 10. The parties represent, warrant and covenant to each other that as of the date this Agreement is executed that:
  - a. Each party has full power and authority to enter into and perform this Agreement in accordance with its terms. This Agreement is a valid and binding obligation of each party enforceable in accordance with its terms (subject to applicable law); each party is validly existing under the laws of Florida, and qualified to conduct business in the state of Florida.
  - b. The execution, delivery and performance by each party of its obligations under this Agreement will not conflict with or result in a breach of, or constitute a default under, any of the provisions of any law, governmental rule, regulation, judgment, decree or order by which each party is bound, or by any of the provisions of any contract to which each party is bound.
  - c. No party is a person or entity that U.S. persons are restricted from doing business with under the regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism), the USA Patriot Act, or other governmental action;
  - d. Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended;
  - e. There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any applicable debtor relief laws or any other litigation pending or threatened in writing against a party; and

- f. A party will not cause or permit any action to be taken that will cause any of the party's representations, warranties, or covenants to be untrue as of the date this Agreement is executed.
- g. Each party has the funds, personnel and resources to carry out its obligations under this Agreement.
- 11. Time; Duty to Act Reasonably and Timely:
- a. Time is of the essence in the performance of all obligations under this Agreement.
- b. Unless this Agreement expressly refers to Business Days all references in this Agreement to "days" will be deemed to mean calendar days. A "Business Day" is any calendar day that is not a Saturday, a Sunday, or a legal holiday observed by government offices in the county where the Property is located.
- c. The time periods under this Agreement will be computed by excluding the first day and including the last day, but, if the last day falls on non-Business Day, then the time period or date in question will extend to the next Business Day.
- d. Unless expressly stated otherwise in this Agreement, whenever a matter is submitted to a Party for approval or consent in accordance with the terms of this Agreement, the receiving Party has a duty to act reasonably and timely in rendering a decision.
- e. Unless otherwise specified, the last day of any period of time described herein is deemed to end at 5:00 p.m. local time where the Real Property is located ("Local Time").
- 12. This Agreement will not be assignable or otherwise delegable or transferable by any party, whether by operation of law or otherwise. Any attempt to assign or otherwise delegate or transfer this Agreement or any of a party's rights or obligations hereunder without the other party's prior consent shall be void. Any assignment or delegation by either party of this Agreement or any of such party's rights or obligations hereunder will not release the assigning party from its obligations under this Agreement.
  - 13. Further Acts; Replacement Documents; Corrections:
  - a. The parties will execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.
  - b. Additionally, the parties understand and agree that if any term or provision of this Agreement or any related or consequent documents pertaining to this Agreement misstate or inaccurately reflect the true and correct terms and provisions of the parties' Agreement due to mistake or clerical error, the parties will, upon request,

execute such new documents or initial such corrected original documents as may be necessary to remedy said inaccuracy or mistake. Failure by the undersigned to initial or execute such documents as requested will constitute a default hereunder.

- 14. This Agreement may be executed in one or more counterparts all of which together will constitute one Agreement binding on the parties. Some or all of the parties may execute and deliver this document electronically, whether using an electronic signature and delivery service such as DocuSign or eSignLive, or by use of electronically copied/saved and transmitted executed documents, such as by emailing a PDF of the signed document. The parties expressly agree that the actual execution and delivery of this Agreement by electronic means specifically will be governed by the Electronic Signatures in Global and National Commerce Act (ESIGN), 15 U.S.C § 7001, and the governing law applicable to the remainder of the Agreement will be as otherwise stated herein.
- 15. Interpretation: The use of the terms "include" or "including" will be interpreted to mean "including, without limitation." The use of examples is intended to be illustrative and will not be deemed or construed to limit the scope of the classification or category to the examples listed.
- 16. The Effective Date of this Agreement is the date the last party hereto has signed below.
- 17. A true and correct photocopy of this Agreement after it has been signed by or on behalf of all parties shall be as effective as the original and may be introduced in evidence at any trial or proceeding without compliance with any evidentiary predicate. This Agreement may be executed in counterparts all of which taken together shall be deemed to constitute the entire Agreement.
- 18. Subject to any privacy and disclosure requirements imposed by law, the other contracting entity or person shall make arrangements for any and all of the financial records, accounting records, hard drives, floppy disks, paper records and books of the other contracting entity or person in any manner pertaining to the transactions, duties and responsibilities that are the subject matter of this Agreement to be maintained and kept available fully and freely available to the County. Upon written request, the other contracting entity or person shall deliver all such records including the originals and all copies of such records to the County.
- 19. The Contractor is an independent contractor and is not an agent, employee or representative of the County. The Contractor is solely liable for paying all licensing fees and permits, all qualifying fees and costs, all Federal, state and local income taxes, social security withholding, FICA, and related taxes. Unless the terms of the Agreement specifically provide to the contrary and also provide a basis for calculating such expenses, the Contractor shall furnish its own transportation and shall be solely responsible for all transportation expenses, mileage, insurance and repairs and maintenance. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor and all agents, employees, representatives and associates of the Contractor will be independent contractors and not County employees for all purposes, including, but not limited to, the application of the Fair

Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, [the state revenue and taxation law], [the state workers' compensation law] and [the state unemployment insurance law]. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the County, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work necessary to deliver a fully operational Mobile Medical Unit conforming to the specifications set forth in Article II above. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and County, and the County will not be liable for any obligation incurred by the contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

- 20. The Contractor shall not be entitled to additional compensation, fees or payments of any kind caused by or arising out of any changed circumstance other than those factors or conditions specifically enumerated in the Agreement.
- 18. Notices to either party may be by e-mail, provided that there is also a physical written copy thereof addressed and delivered to the applicable party as well as to any "copy" address specified below. Notices are effective (a) upon receipt after being mailed by certified, prepaid U.S. Mail with return receipt requested; (b) when personally delivered to such party; (c) when delivered by a nationally recognized commercial courier service providing receipt; or (d) when by e-mail, when the recipient confirms receipt thereof. A party may change its address(es) for notices by notice delivered to the other party in accordance with this paragraph. Notice received after 5:00 p.m. Local Time or on a non-Business Day, will be deemed to have been received the next Business Day. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed or in lieu of such personal service when (i) deposited in the United States Mail, first class and postage pre-paid, or (ii) transmitted by email at:

<u>Contractor</u> Lifeline Mobile, Inc.:

K. Lee Guse
President
Lifeline Mobile, Inc.
2050 McGaw Road
Columbus, Ohio 43207
kenguse@lifelinemobile.com

#### County

Hamilton County Board of County Commissioners

Gary Godwin County Coordinator 1153 U.S. Highway 41, Suite 2 Jasper, Florida 32052

Email: coordinator@hamiltoncountyfl.com

and

Greg Godwin, Clerk to the Commission Hamilton County Courthouse 207 N.E. First Street, Room 106 Jasper, Florida 32052

Email: godwing@hamiltoncountyfl.com

and

Andrew J. Decker, III, PLLC Attorney for Board 320 White Avenue, S.E. Live Oak, Florida 32064 Email: andy@decker.law

THIS AGREEMENT WILL NOT BE BINDING ON ANY PARTY UNTIL IT IS EXECUTED BY ALL PARTIES AND A FULLY EXECUTED COPY DELIVERED TO EACH PARTY.

[Signatures in Execution of this Agreement Following on Next Page]

Attest:

BOARD OF COUNTY COMMISSIONERS HAMILTON COUNTY, FLORIDA

By:

Clerk, Greg Godwin

Commissioner, Travis Erixton

Commissioner Jimmy Murphy

Commissioner, Robbit E. Brewn

Commissioner, Robert E. Brown

Approved as to Form:

Andrew J. Decker, III
Hamilton County Attorney

IN WITNESS WHEREOF, the Contracto its authorized officer, representative, attorney or ag	r has executed this Agreement by and through ent on this day of
Signed, sealed and delivered in the presence of these witnesses:	
r	LIFELINE MOBILE, INC.
Witness Signature Print Witness Name: KEN GUSE	By K. LEE GUSE President
Witness Signature  Print Witness Name: IKARYN PRATER	

#### Addendum to Agreement for Purchase

of

#### Mobile Medical Unit

Mobile Medical Unit Specifications

Page 2

#### **VEHICLE, GENERAL SPECIFICATIONS**

The van will be constructed on a new, unused 2025 or newer Freightliner model M2 106 chassis, with specifications listed below under 'Front Cabin Specifications'. On the rear of the chassis, the successful vendor will place a new, unused 30 ft. long van body (plus storage area appended to front of rear cabin), with specifications listed below under 'Rear Cabin Specifications'. The driver cabin (front of van) and the van body (rear of van) will be separate from each other. In other words, patients in the health unit shall not be able to see any of the driver compartment from inside the rear van body. See enclosed sketch of the specified interior.

#### **DIMENSIONS OF THE COMPLETED VAN**

The total length of the van, including both front driver cabin and rear van body cabin, shall be nominally 40 feet, except for mirrors or other specified appurtenances to the length of the van. The width of the van shall not exceed 8½ feet, except for mirrors or other specified appurtenances on the side of the van. The overall height of the van is to be no more than 13 feet 2 inches. The interior ceiling height of the van body (rear cabin) shall be nominally 8 feet 0 inches. The interior width of the van body (rear cabin) must be a minimum of 7 feet 11½ inches, except for cabinetry specified.

#### BASIC LAY OUT [FLOOR PLAN] OF THE COMPLETED VAN

As a bidder on this design-build contract, you must provide us a detailed floor plan, including all equipment specified and placement thereof, that best presents your company and production

skills. Your drawings, which must be to scale, will be judged for their completeness, their appropriateness to our goals for the mobile unit, and their general professionalism. At a minimum, you must provide detailed scale elevations of the unit that you propose, and a completely detailed scale floor plan, including cabinets, exam equipment, etc., as outlined below. Here is a rough floor plan from which you can design your own precise floor plan for our analysis: *[not to scale]* 

	EXAM 1	COUNSEL	NURSE	REST	EXAM 2	SUPPLY STORAGE LOFT OVER DRIVER CAB	DRIVER + 2 PASS- ENGERS
L	ADA LIFT		WAIT & INTAKE	ENTRY	_		

#### **SAFETY OF MATERIALS**

The vehicle must meet or exceed Federal Motor Vehicle safety standards. Bidders should submit a listing of any other safety features included with their vehicle.

#### FRONT CABIN SPECIFICATIONS

(number preceding description is quantity to be supplied with the completed van)

#### Base model Freightliner M2 106

(number preceding description is quantity to be supplied with the completed van)

To include the following, at a minimum:

EACH	ITEM	DETAILED DESCRIPTION, IF ANY
1	12 volt electrical	To power in-cab 12-volt appliances.
1	Air cleaner	Dry-type standard filter element
1	Air compressor	Cummins 18.7cfm for air suspension and braking systems
1	Air conditioning	With integral heater and defroster, and fresh air filter
1	Alternator	160 amp, brushless 12-volt, pad-mounted
1	Axle, front	I-beam type, 14,000 lb. capacity
1	Axie, rear	Single reduction 40,000 lb. capacity with interlock
1	Base model	Freightliner M2 106 6x4 cab to include DOT approved clearance/marker lights; standard premium interior amenities; driver and passenger seat belts; driver/passenger interior sun visors; gauge cluster in English with English electronic speedometer including odometer and standard diagnostic display.
1	Batteries	Dual maintenance-free 12-volt 2,000 cold cranking amperes total. Additional third battery for generator operations.
1	Battery, redundant switch system	Include a special switch that allows vehicle battery to start generator, or generator battery to start vehicle.
1	Block heater	1,000 watt/115 volt
1	Brake, retarder	Off/low/high compression, exhaust-type
1	Brakes, air	Antilock 4-channel cam-type anti-lock air brake system with air compressor with standard manufacturer configuration and equipment sized to vehicle GVWR, engine size, axle, and suspension.
1	Bumpers	Full width aerodynamic DOT compliant, chrome-plated steel, Rear bumper to be DOT- compliant steel.
1	Cab, conventional	106" BBC flat roof aluminum
2	Crossmembers, after- frame	At least two after-frame cross members.
1	Electrical system	12-volt standard configuration with OEM custom fuses and equipment installations.
1	Emissions	U. S. federal motor vehicle emissions requirements

EACH	ITEM	DETAILED DESCRIPTION, IF ANY
1	Engine, diesel	Cummins L-9 high torque diesel engine 330 hp @ 2,000 RPM, 1,000 lb-ft torque @ 1,400 RPM, with all auxiliary equipment required for the vehicle's GVWR, engine size, axle and suspension capacity.
1	Exhaust system	Exhaust system to be single horizontal stainless steel muffler standard to manufacturer specifications and meeting federal emissions requirements for all 50 states
1	Frame rails	Frame rails made from heat treated alloy steel (120,000 PSI yield strength); standard maximum overall length, plus any necessary frame extension for body length according to acceptable vehicle manufacturer specifications.
2	Fuel tanks	Rectangular twin tanks, aluminum, totaling 92 US gallon total capacity plus 6 gallon diesel-exhaust fluid (DEF) capacity, mounted under cab left and right sides.
1	Glass, window	All windows to have tinted glass
1	Grille and hood	Chrome finish grille, with insulation and splash panels under front tilting hood.
1	Gross Vehicle Weight Rating (GVWR)	53,000 lbs. +
2	Headlights	Headlights on with wipers, with daytime running lights
1	Horn, electric	Dual-electric
2	Mirror, power with heated heads	Dual west-coast heated mirrors with convex mirrors under primary mirrors
1	Paint	Paint is one-color solid white
1	Radiator	Aluminum radiator system, 900 sq. in.
1	Radio, driver	According to manufacturer standard.
1	Safety kit, in cab, DOT triangle, flares, and extinguisher	Kit to meet Federal Motor Carrier Safety Administration regulation 393.95 for emergency equipment on power units, including three 17 in. safety triangles and fire extinguisher in metal case.
1	Seat, driver, air suspension	Manufacturer's standard air suspension high back driver seat with 3-point lap and shoulder belt.
1	Seal, two-man passenger	Passenger seat with integral headrest, vinyl covered with fixed back, including 3-point lap and shoulder belts
1	Steering, power	Power steering with tilting steering wheel
1	Suspension, front	Suspension to be tapered leaf with 14,600-lb capacity with shock absorbers
1	Suspension, rear air ride	Dual-axle ride-optimized suspension, 40,000-lb capacity with shock absorbers
10	Tires	Ten commercial-grade tires sized front 16 ply 295/75R22.5-rear 14 ply 295/75R22.5 radial
2	Tow hooks, front	Frame-mounted tow hooks
1	Transmission, automatic	Automatic Allison 3000 HS transmission.
1	Trim, premium	Trim to include all items noted in the Freightliner Premium trim package.
1	Wheelbase	Nominal 300-inch from front hub to trunion.
6	Wheels	Wheels, aluminum (OEM), 22.5x8.25 10-hub, (steel inner)
2	Windows	Power, with power locks on left and right doors.
2	Wipers, windshield	Standard manufacturer configuration

#### **REAR BODY SPECIFICATIONS**

Framing for the body, underbody and roof shall be constructed of steel and aluminum sections. Steel structural members shall be arc welded or riveted and reinforced at joints to fulfill the dynamic and static loading requirements specified herein. Where splices are necessary, they shall be designed to avoid stress concentration. Splice welds shall be continuous. Welding material shall be compatible with the material being welded. Structural member shall be designed to accept the loads imposed by the factors specified. Additional structural members shall be furnished to reinforce door and window openings, the expandable side room opening and other openings.

#### CROSSMEMBERS

Four inch high-tensile I-beams. 80,000 PSI min. yield on 16 in. centers. Attached with four ¾ in. grade 5 cadmium plated steel bolts. Extra wide 5 in. steel end clips welded to cross members and separated by .020 thick Formica plus Mylar electrolysis barriers between cross members and aluminum lower rail.

DOOR FRAMES, EXT. Exterior door frames to be made from formed 2 in. by 3 in. 1/8 in.

thick aluminum tubing.

FLOOR, GENERAL A composite floor system consisting of a 1 in. thick polyester-

fiberglass mix, with three 5/16 in. diameter heat-treated torque head screws per 12 sq. in. including edge boards on an alternating flange.

FLOOR, STORAGE A fiberglass reinforced composite floor system in the storage area

with 800 lb. storage capacity. Use 54 in. galvaneal and aluminum posts welded at top and bottom, riveted to outside panels with 3/16

in. rivets.

SIDE RAILS Lower rails are to be riveted with solid buck rivets on 2 in. centers

into blade-style heavy duty extruded aluminum 6061-T6. Upper rails are to be riveted with solid buck rivets on 3 in. centers into blade-

style heavy duty extruded aluminum 6061-T6.

WALL PANELS .050 thick aluminum pre-painted white panels attached on 2 in. rivet

centers at the lap using 3/16 in. solid rivets, ¾ in. wide weather sealant closed cell PVC foam tape installed at panel laps prior to rivet attachment, in order to provide a barrier between aluminum and steel posts, plus preventing leaks in rivet hole attachments and panel lap joints. Aluminum drip rails over each exterior door, riveted on

each end.

SIDE POSTS Aluminum post construction with 1-1/8 inch square Z-posts on 16

inch centers. Each Z-post is fastened to top rail with three ¼ in. diameter solid aluminum squeezed rivets and into the bottom side

rail with three ¼ in. dia. solid aluminum squeezed rivets.

MUD FLAPS Polypropylene anti-sail, secured to underbody.

REAR BUMPER A bend and twist resistant ICC 4 x 4 inch bumper tube, braced to

upper subframe.

TOP RAIL Extruded aluminum 6061-T6. Shaped to protect clearance and

marker lights.

ROOF BOWS Anti-snag bows on 24 in. centers, 1 in. deep, with one extra at nose

for added strength. Attached with 1/2 in. solid aluminum squeezed

rivets.

ROOF .040 ga. aluminum, must be one-piece, stretched for tension

longitudinally and laterally and bonded to roof bows with silicone urethane compound formulated to be a high strength, elastic, carcinogen-free sealant adhesive. Perimeter of roof sheet is sealed, riveted on 1½ in, centers and sealed to top rail to prevent water

penetration.

AIR & ELECTRICAL

SYSTEM

Wiring and plumbing to be harnessed and routed parallel to frame rails. Provide maxi-fuse blocks for 12 volt system, with snap terminals and triple rib rubber seals to prevent corrosion. Electrical lines to be enclosed in protective sheathing section to resist damage and facilitate ease of maintenance and replacement.

**PAINT** 

Body side walls are pre-painted oven-baked white enamel. Other painted surfaces are coated with premium grade, non-hardening rust preventative coating.

LIGHTS, SIDE & REAR All sealed beams, recessed combination stop-tail, back-up, and directional. Marker: recessed upper front corners and upper side center for ease of maintenance.

INTERIOR **WALL SYSTEM** 

All interior walls are to be constructed using the following method: erect min. 1 in. aluminum channel frame, into which place sheets of non-porous, 3mm thick closed-cell plastic wall covering over 5/8 in. CFC-free urethane foam inner wall, then covered in the back with another layer of 3mm thick white closed-cell plastic for added strength.

#### **REAR WORKING CLINIC AREA SPECIFICATIONS**

(number preceding item description is quantity to be supplied with the completed van)

Each	Item	Detailed Specification
1	REAR CABIN	Manufactured from aluminum or steel, not plastic. Exterior side panels are to be buck riveted to side wall structural members. No bonded or laminated fiberglass exterior wall systems are acceptable. Body framing structure shall include at a minimum the following: The street-side and curbside outermost longitudinal members at the roof level shall extend the full length of the health van and shall be utilized to join full width roof bows. Vertical members, consisting of corner and intermediate posts, shall be inserted between and employed to combine the roof structure to the bottom frame; The corner sheets shall be one-piece .035 inch steel, with 4-6 inch corners without splice, between the storage floor structure and bottom frame. The intermediate posts shall be continuous without a splice between the roof structure and the chassis frame except at the door and window opening areas. The intermediate posts shall be spaced on not more than 24-inch centers except different intervals shall be permitted at door and window areas.
1	Alarm, burglar	Intrusion alarm system with minimum two transmitters, panic mode, remote valet, silent mode, siren, visual and audio effects, visual deterrent LED, anti-nuisance circuitry, valet switch/emergency disarm, shock sensor in front driver cabin. Sensors to be installed on hood, main entry doors, generator compartment, and windows larger than 12 in. width.
1	Alarm, rear back-up	92-decibel intermittent alarm, activated in reverse gear.
1	Awning canopy on exterior	Motorized awning with remote controlled stainless steel support arms. Awning must extend in less than two minutes to at least 9 feet from side of health van. Awning must not require leading edge leg extensions. When closed, all lateral arms must retreat into weather-shielded container. Motor must be tubular type with manual override, 120 volt AC-60Hz, and thermally protected. Awning fabric to be 100 percent woven marine acrylic.

Each	ltem	Detailed Specification
1	Casework	All casework must be able to pass Joint Commission
		standards for sanitation and workmanship. Provide healthcare
		casework which has been manufactured, fabricated and
		installed to withstand the medical environment and maintain
ŀ		manufacturer's warranted performance without defects,
		damage, or failure. Each cabinet, upper and lower, must be
		completely interchangeable to provide either drawers or
l		adjustable shelving, as desired by the BOCC. BOCC personnel are to select casework, and colors for cabinets, from
		items currently manufactured. Casework shall be metal,
		modular, with each unit being an individual, interchangeable,
1		integral part of assembly for making up desired casework unit.
		Each sectional unit shall be rigid and depend on no other
		component part of complete assembly for its rigidity. Internal
		components such as drawers, glides, shelves, etc. shall be
		modular and interchangeable. Finish/Color: premium quality
		powder coat, baked-on epoxy; pearl grey color. Cabinet: 18
		gauge cold rolled steel shell; 16 gauge cold rolled steel bottom
		frames. Deep drawer construction: One piece molded
		polystyrene drawer bodies with rounded corners; manufacturer's color coordinated with cabinet color. Slide: 88
		b. capacity and heavy duty 150 lb. capacity slide for drawer
		application. Pulls: Recessed and integrated front panel
		design, full length and optional labeling system. Door
	1	construction: Front/Back: Melamine covered vinyl front;
}		melamine back. Core: 45 lb. MDF board, 3/4 inch thick.
	ĺ	Hinges: Manufacturer's standard, concealed, self-closing,
		110° opening, nickel plated metal. Adjustable shelving: 18
		gauge cold rolled steel, painted to match cabinet color;
		standard reinforced nylon support clips. Door locks:
		individually mounted, cam style lock or deadbolt orientation
	1	with removable lock plug; locks keyed alike. Drawers: central gang lock style orientation with removable lock plug; locks
		keyed alike. Vertical: Melamine, suede finish. Warranty on
		cabinetry/casework: repair or replacement, at manufacturer's
		option, of the parts or the products the defects of which are
		reported within the applicable warranty period, which must be
		five (5) years for all casework products and components
		including door and drawer fronts, casters, and electrical
	,	components such as task lights and cords. Three (3) years for
ì		task light ballast. One (1) year for plastic laminate top
-	Option promoting	surfaces and accessories.
1	Ceiling, acoustical	Minimum ceiling height of the acoustical ceiling is to be 7'11".
		No lower ceiling height will be accepted. No duct work or other equipment can intrude below 7'11". A ceiling grid
1		system shall be suspended beneath the roof of the vehicle,
		constructed of a rigid grid designed for lay-in type ceiling
Ì		panels having a nominal size of 24 inches x 24 inches. The
1		grid panels shall be constructed of an acoustical vinyl textured
		face with a fiberglass substrate. The ceiling panel thickness
		shall be 5/8-inch with a minimum R-value of 2.6. The ceiling
		shall be supported adequately to have a hanging capacity of
1		not less than 25 pounds on any one square foot of area. The
L	J	ceiling panel color shall be white. The fiberglass channel

Each	Item	Detailed Specification
		ceiling grid system shall be white. The ceiling panels shall be
		Class C Fired-Rated in accordance with UL.
1	Communications equipment allowance	Successful contractor will install BOCC-specified computers, router, and printer to BOCC specification up to \$5,000.
1	Communications, pre-	Pre-installed raceways with Category 6 voice and data wiring
	wiring	products including transmission-compliant Category 6 ScTP
		Spec. 4485 Type MPR/CMR cable, with rip cord installed
ļ		longitudinally. All wiring products must be tested to, and meet,
		the ANSI/TIA/EIA 568A and / or ANSI / ICEA S-90-661 and
		Underwriters Laboratories, Canadian Standards Association,
		and National Electric Code requirements for inside wiring type cables. Wire will reduce effects of EMI/RFI in hostile
l		electromagnetic environments, suitable for 10BASE-T /
	·	100BASE-TX and 1000BASE-T (Gigabit Ethernet)
}		connections. It provides performance of up to 250 MHz Four
]		pair 24AWG solid bare annealed copper conductors with
<del>!</del>	ì	polyolefin insulation and polyester backed aluminum foil
		shielding; 0.30 in. outside diameter; DC resistance 8.9
1	Computer/router	ohms/100m maximum at 20 deg. C. 48-port patch panel.  Contractor to install up to three of the BOCC's computers.
'	provided by owner to	routers, including wiring and peripherals. Software shall be
ĺ	successful awardee to	either pre-installed on owner-supplied hardware, installed by
	install/wire	owner after arrival of completed unit, or installed by owner (or
		manufacturer) at supplier's facility during the manufacturing
		process at owner's convenience and expense.
1	Countertops, solid	Counter surfaces shall be constructed from solid-surface
1	surface	acrylic resin composite without wood shimming. Matte or satin finish 1/4 in. thick solid surface countertop surface, with 1-3/4
		in. solid surface edging, must be Class 1 (A) fire-rated,
		hospital-grade. Must be DuPont Corian or equal. No
İ		countertop laminates acceptable.
5	Doors, interior &	EXTERIOR door to be fiberglass-clad with dead bolt lock and
	exterior	window. Exterior door(s) are to be 32 in. wide by 80 in. high,
	1	1-3/4 in. thick, manufactured from fiberglass reinforced
		polyester (FRP). Doors that are metal or wood with FRP face sheets are strictly excluded. A high-modulus FRP square or
		rectangular tube subframe with tubular midrail at lock height is
		to be within the door. Doors shall incorporate chemically-
	İ	bonded, molded-in FRP edge strips for machining of hardware
		mortises. No mechanical fasteners allowed. The use or
}		inclusion of aluminum or wood into stile and rail construction is
		not permitted. A minimum of 900 lbs of pullout strength is
		required for each hinge screw. Cutout for door window (8 x 30 in ) is to be totally analysed by interpal ERR stilles and rails
		in.) is to be totally enclosed by internal FRP stiles and rails incorporated into subframe. INTERIOR SWING-TYPE doors
		to be all-metal construction. All interior doors, except
		accordion-type doors detailed below, shall consist of a frame,
ŀ		face panels and inner core. The frame shall be constructed of
1	1	0.10-inch minimum steel or aluminum with all fasteners of
		aluminum or stainless steel. The door shall be clad with
		smooth steel or aluminum face panels. The panels shall have
		an 18 gage (0.0478 inch) minimum thickness. The panels
		shall be rigidly connected and reinforced inside with vertical stiffeners. Top and bottom steel or aluminum ledger panels
		shall be welded to each face panel. The top and bottom
	<del></del>	Tarrent and transport of agont tone bottot. The tob citie pottotti

Each	ltem	Detailed Specification
Each	Item	panels shall have a 16 gage (0.0598 inch) minimum thickness. Each door shall be insulated with a non-moisture absorbent material to meet a noise transmission class of 20db(A), or greater. The door thickness shall be 1-3/4 inches, plus or minus 1/8 inch. The body structure of the vehicle shall be reinforced at the rough opening. Each interior door, except any accordion doors, shall be mortised and reinforced with at least 12 gage (0.1046 inch) steel at the hinge areas. The interior doors shall be equipped with at least three hinges, except accordion doors. The interior door(s) shall be provided with gaskets and be tightly fitted to insure a seal against the entrance of light and dust. Privacy, entrance or passage cylindrical locksets with lever handles shall be furnished for each door, as applicable. The locksets shall comply with the applicable Americans with Disabilities Act (ADA). All door hardware shall have a satin chrome finish. Each swing door
		shall be primed and painted as specified. INTERIOR SLIDING door(s) must be manufactured in a manner similar to the above specification for swing-type doors.
4	Electrical, healthcare wiring (NEC 517)	above specification for swing-type doors.  The vehicle shall be equipped with a 120-volt, single-phase, 60-Hertz, 3-wire and a 240-volt, single-phase, 60-Hertz, 3-wire electrical system of sufficient ampacity to meet all the electrical loads imposed. The electrical system supply shall be from the on board diesel engine generator or the shore power cord. The system shall consist of the following: wiring, main distribution panel board, shore power system, branch circuits, receptacles, lighting and switches as specified herein. The vehicle shall be wired from the main distribution panel board, located in storage attic on straight-truck models, through armored cable or electrical mechanical tubing (EMT conduit). All wiring and cable conductors shall be stranded copper. Wiring shall be color-coded at junction boxes and at the main distribution panel board for identification purposes. The wiring shall be recessed within the body wall or ceiling, supported with straps, clamps and hangers having chafe-proof faces and so installed to prevent vibration. Wiring shall be of sufficient size and gauge to accept the loads imposed in operating the electrical system without loss of dielectric strength. Joints shall be threaded with connections at all lamps and junction boxes. Junction boxes shall be accessible for service and provided with junction box covers. The electrical installation and power distribution shall be in accordance with the National Electrical Code (NEC). A 120/240 volt alternating current, 3 wire, single-phase panel board shall be furnished. The panel board shall be equipped with at least 24 spaces for circuit breakers. Circuit breakers shall be separate and shall be identified. The panel board shall be equipped with at least 24 spaces for circuit breakers. Circuit breakers shall be of the plug-in type. The green wire and the white wire shall be separate and shall be identified. The panel board shall be furnished. A transfer switch or isolating safety system shall be installed to prevent an electrical overloa

Each	Item	Detailed Specification
		The isolation system shall have distinct positions to activate
		either power source, and an "off" position that shall disconnect
		all power. Receptacles within six feet of any water source
		shall be of the ground fault interrupter type. The receptacles
1		shall be UL Hospital Grade Listed. Rating-20 ampere/125
		volts. Type-2 pole, 3 wire. Each receptacle shall be recessed
ļ		into the wall and enclosed in a galvanized steel box. The color
		of the receptacles shall be white. Each receptacle shall be
}		provided with brushed stainless steel cover plate. Receptacle
		location and type is at the discretion of the contractor in
		compliance with NEC, unless specified by owner. Owner-
		specific receptacle preference must be provided before
		construction begins.
1	Exhaust, fan in supply	150 cfm exhaust fan to exhaust heat and odors outside of
	loft	vehicle
1	Extinguisher, fire	Extinguisher to be ABC type, UL and ULC listed, 2¾ lb.
		suitable for temperature range -40°F to 120°F (-40°C to 49°C).
		Cylinder to be epoxy coated steel to resist corrosion, dents
		and punctures. Corrosion-resistant aluminum valve and
		handle with universal pictorial labels with operator instructions.
1	Floor mat, recessed	Slatted mat to be installed at entry door, and be recessed flush
		with finish floor. Mat to be removable for cleaning, with water
		resistant pan under mat to catch water drips and debris from
<u> </u>	Planta	visitors' footwear.
1	Flooring, acoustical sub-floor	Sub-floor must be from structural polyester foam reinforced
	SUD-1100F	with fiberglass, laid flat across floor beams, then bolted to I-
		beams under floor. Minimum compression to be 1,252 pounds per square inch (psi); shear strength at 705 psi; and flex
		modulus at 69,850 psi. All ASTM testing methods.
1	Flooring, hospital-grade	Finish floor of fire retardant, tile floor covering resistant to
'	tile flooring	alkali, grease, and spills.
1	Freezer, 1.8 cf-110vac	Refrigeration must be compressor-driven. No 12-volt
	i -	absorption units permitted. Minimum 1.8 cu. ft. free-standing
		freezer with for samples must be provided. Owner to specify
		location. Unit must run on 110-volt power and match
		casework as specified above.
1	Generator,	Undercarriage compartment with generator mounted on high
	compartment	capacity slides for easy pull out maintenance or replacement.
		Sound isolation and rear and underside ventilation provided.
		Operation capable while in transit. Rear cabin sound levels
		less than 60db.
1	Generator, diesel, 20	A 20 kilowatt, 60 Hertz, single phase, 120/240 volt diesel
	kw	generator shall be furnished. Generator to be mounted outside
		the rear cabin work area. Hour meter and remote start switch
	1	must be provided. The generator frame shall be mounted on a
		second set of approved isolators to minimize noise and
1		vibration into the body. A remote generator control start-stop
		switch shall be provided in the clinic interior. At the generator
		will be a start/stop switch, pre-heater, and hour meter. The
		generator shall have an easily accessible oil drain, and be
		capable of being serviced from the exterior side of the
		compartment. The exhaust shall be ported and angled to the rear street-side away from the clinic area. Noise level with
		maximum load is to be 68 dBA or lower inside vehicle.
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Each	Item	Detailed Specification
1	Generator, vibration	Diesel generator to be sound-proofed with completely
1	reduction system	enclosed housing and vibration-reducing system with proper
1	·	ventilation. The generator enclosure shall have continuous
		acoustic, non-water-holding, self-extinguishing insulation
		installed. The door louver opening design shall allow the full
1		amount of cooling air required by the generator without
l	İ	exceeding the maximum static pressure. The enclosure and
		door shall be dimensioned to provide full access to the
		generator for servicing and ventilation. Louvers shall be
		angled to minimize the entrance of road splash and debris.
		Lockable latch door shall provide access to the generator. A
	•	louvered grille with screen shall be furnished to prevent foreign
		objects from entering the engine.
1	Sky mural, ceiling	Owner to select custom high-resolution graphics for custom
		backlit and recesses skylight mural
1	Graphics, exterior	BOCC personnel to select a graphics package for up to 20
		percent coverage of the exterior white painted surface of the
		mobile unit using 3M exterior grade vinyl. Body décor is to be
		rendered in a combination of premium exterior grade vinyl
		and/or paint. Four-color process printed vinyl is to be 3M
		Controltac Plus graphic film w/Comply Performance, number 180C. All printed vinyl must be coated with 3M Scotchcal
		luster-finish overlaminate to provide outdoor graphics with protection against the elements, including UV rays. Solid color
		vinyl, if used, is to be vinyl film that is 2.0 mil opaque high-
		gloss high-performance cast film with 1.0 mil acrylic adhesive
		with liner of 78 lb. white bleached kraft. Some large color
		block areas of the design may be rendered onto the properly-
		prepared body sheathing in automotive paint that is a fast-
		drying single stage polyurethane finish designed suitable for
	<b>i</b>	vehicle refinishing. Various preparation chemicals, such as
		hardeners and dry additives, can be used to prepare and cure
		the paint to a gloss finish. Allowance amount is an estimate,
		which may vary when actual graphics package is approved by
		owner. Exact lettering, size and layout shall be provided to the
ł		contractor within 30 days after award of the contract.
1	Height, rear cabin inside	8 feet, 0 inches nominally
3	Hook, clothing	Provide robe hook for patient garments.
2	HVAC - air conditioning	Provide a split or wall-mount HVAC system with the following
	3 ton wall or under	features at a minimum: fully-ducted system, no rooftop air
	mount	conditioners permitted. System capacity must be 70,000
		BTU/h rated capacity or higher, driven by scroll-type
		compressors and EPA-compliant refrigerant. Anti-short cycle
		protection and soft-start controller must be included. Axial
		condenser fan required. Exterior of each HVAC unit to have
		gloss white powder-coated sheet metal panels. Inside ceiling
		must have adjustable diffusers for air supply ducts with a
		filtered return air supply. System must be designed to
		maximize infection control, air flow, and cooling. Twin five-
		thousand watt heating capacity must be included. System to
		run from 230VAC, single-phase, 60Hz power with standard
1	HVAC - dual HVAC	on/off operation.
"	cowi	Aesthetic covering of sides and center of exterior HVAC
L	COWI	systems to expand graphics coverage on around HVAC

Each	Item	Detailed Specification
		systems. Maintains full access to HVAC units for maintenance and service.
3	HVAC – supplemental heating, diesel-fired	Exterior self-contained, diesel-fired heating units. No roof-top blower air conditioners are acceptable. Each heating unit shall have a 9,000 BTU/h rated capacity. The unit shall be designed and constructed for use in mobile vehicle operations, mounted and insulated to prevent transfer of vibration. The system shall be furnished with under-cabinet heat diffusers to provide forced air heating from floor level when necessary. The system shall be provided with a rheostat for each heating
1	HVAC - UV-C light in	unit. The system shall be furnished with UV-C light-emitting bio-
	ducts of HVAC system	protection in the air system.
1	HVAC - undercarriage heating system	Exterior undercarriage water anti-freeze protection system if temperatures fall below 32 degrees F.
1	Insulation, rear cabin, triple foam	Insulation shall be installed to fill the cavities in the walls and ceilings. Walls shall have a R-value of not less than 20; ceilings shall have a R-value of not less than 30. All insulation shall not support combustion or sustain flame, mold, rot, support vermin, corrode metals, absorb orders, and shall be essentially odorless. The insulation shall not disintegrate under exposed operational or storage temperatures, or settle and leave voids. Means shall be provided to drain condensation to the ground but not allow road splash to enter the insulation cavities. Fiberglass batt insulation shall not be used. The product to be used is a 5/16 in. layered insulation comprised of an outer aluminum foil shielding barrier, then an inner core of closed cell poly, and a third outer layer of foil. The layers are to provide condensation, radiant and thermal barriers that excel over typical fiberglass batt or foam insulation.
1	Insulation, winterizing, underfloor	Insulation shall be installed in areas below the subfloor and below the floor of any expandable side rooms. The floor shall be undercoated with 2 to 3 in. of insulating CFC-free foam to R-15 or better. Insulation in these areas shall be spray-in-place urethane foam having a minimum thickness of 2 inches. Spray-in-place urethane foam insulation shall have a Class-A fire retardancy under ASTM test procedure E-84.
1	Landing gear, 4 pt. bi- axis, hydraulic push button	Stabilizing gear must be completely computer-controlled, with no joystick control, and able to be deployed and retracted with hydraulics, and no manual systems. Operating power shall be provided by truck engine on straight truck models and generator power on semi-trailer units. At no time will the gear allow a single leg to operate independently, but rather two legs will always operate in tandem, to avoid racking or twisting the health van. System shall not operate without parking brake applied. The system shall automatically level the vehicle through the use of a built-in leveling light display. The system shall be capable of side-to-side and fore and aft leveling that keeps the vehicle within a common plane to minimize twisting. The system shall consist of the following: four hydraulic leveling jacks, pump, 12-volt hydraulic power unit, control panel, reservoir, hydraulic hoses, valving and fittings. The control of the system shall be from a single centralized

Each	Item	Detailed Specification
		location, which is protected from the weather. The jacks shall
	l	be of the single acting type with spring return. Two jacks shall
		be mounted on the front of the vehicle and two jacks shall be
		mounted on the rear. The jacks shall be equipped with self-
		leveling sand pads. The jacks and components, accessories,
		and attachments shall withstand, without damage and
		deformation, the combined static and dynamic forces due to
		the portion of the gross weight sustained. Each jack shall be
	Į.	mounted to mounting plates to resist forward and reward thrust
		on the jacks. When placed in the travel position, the jacks
	į	shall remain positively locked. Clearance under the rear jacks
		shall be such that the jacks do not reduce the normal rear
		departure angle of the vehicle.
5	Lavatory, w/towel, soap	Each stainless steel lavatory must be equipped with nearby
	disp, mirror	stainless steel z-fold towel and liquid soap dispenser. Mirrors
1		in exam and rest room locations.
1	Lighting, ceiling, rear cabin, LED	LED fixtures and track lighting must be supplied in accordance
	Cavill, LED	with BOCC personnel's wishes. Exact placement of the fixtures is to be approved by BOCC personnel with the vendor.
		The lamp fixtures shall be of the commercial recessed type.
		mounted into the ceiling and be flush with the ceiling. The light
		fixtures shall be switched at an easily accessible location in
		each room. All fixtures shall be securely anchored to prevent
		loosening or damage due to excessive vibrations caused by
		rough transit. Light fixtures shall be provided, in such
		numbers, that a light intensity of 50 foot-candles minimum at
		30 inches above the floor is achieved everywhere in the
	·	vehicle, except in the storage loft.
3	Lighting, exterior,	Provide high intensity light at location(s) specified by owner to
	scene,	illuminate parking area when van is on location at night.
1	Lighting, simulated sky	Provide 60-inch round simulated back-lit sky scene that is
	light, 60-inch diameter	fully-recessed into ceiling.
5	Lighting, task, over	Provide task lights at each counter top location where
	counter	overhead cabinets allow. Each built-in, flush mounted, 115-
		volt LED task shall have a switch. A light intensity of 70 foot-
		candles minimum (with task light on) shall be required at each workstation.
1	Manual, operating	Full set of operating manuals for every major component on
'	i wanuar, operaung	the van.
4	Photo panels	High-resolution photos decoratively mounted to the wall.
	, now panels	Photos sealed in clear acrylic frame.
1	Radio, AM/FM/CD,	True stereo speakers (2) in each main room of the rear cabin
-	w/ceiling speakers	must have individual adjustment dials for volume control.
1	Receptacle, 110 vac,	At least two 110 vac receptacles, with complete weather
	exterior	protection, mounted undercarriage. BOCC to specify location.
1	Refrigerator, 4.0 cf-	Refrigeration must be compressor-driven. No absorption units
	110vac	permitted. Minimum 4.0 cu. ft. free-standing refrigerator for
		samples must be provided. Owner to specify location. Unit
	1	must run on 110 volt power, and match casework as specified
		above.
1	Rest room, incl. low flow	No chemical toilets permitted. Vacuum toilet system designed
	toilet	for mobile applications, consisting of a vitreous china toilet,
1	1	vacuum tank, vacuum pump or vacuum generator. Water
		consumption - 20 ounces per flush maximum. Energy

Each	Item	Detailed Specification
		consumption - 40 watts (ac) per flush maximum. Lavatory
		faucet, blade handles. Capacity-1/2 gallon per minute.
		Polished chrome base and water saving aerator. The ceiling
4	Destaces ADA Lit	ventilator and light shall exhaust to the street-side, not roof.
1	Rest room, ADA kit furnishings	Provide ADA accessories such as high-mount toilet and handicap assistance bars on walls.
1	Rooms built with	Interior wall construction shall be custom-formed panels
-	interlocking panels	sandwiched between a 14 gauge extruded aluminum. Straight
		walls, without curved ceiling-wall junctions, must be provided
		to provide specified headroom. The wall panels shall be
		constructed of non-porous, 3mm thick closed-cell plastic wall
		covering over 5/8 in. CFC-free urethane foam inner wall, then
		covered in the back with another layer of 3mm thick white closed-cell plastic for added strength. The wall panels shall be
		held in place by a two-piece (base and trim) division bar
		system. The wall panels must be easily removable without
		cutting or damaging the panel. The system shall be designed
		so that no rivets, screws or fasteners shall be visible. The
		division bars shall be oriented vertically and spaced to support
	ĺ	cabinets, doors and windows. An aluminum channel base
		shall be furnished to protect the wall panels. The wall panels shall have a matte finish; a gloss finish is not acceptable.
5	Seat, chair securement	Wall-mounted chair hold down to secure chairs when vehicle
١	system	is in transit.
1	Seat, custom bench,	Color/upholstery choices by BOCC. Floor mounted, storage
	vinyl or fabric, double	underneath. Double seat (each 34" x 12" x 31").
2	Seat, drafting	Chair to have commercial-grade vinyl padded seat, contoured
		back with lumbar support, pneumatic seat height adjustment,
		adjustable chrome footing, back height and depth adjustment, reinforced molded base, heavy-duty dual wheel casters for
		easy mobility.
1	Shore power cord, 50 ft.	80-ampere, single phase, main shore power cable shall be
	1	provided with 100-amp rated connectors to power all rear
		cabin equipment. The electrical system shall be GFCI
		protected at every receptacle within 6 feet of a water source.  The receptacles shall be weather-resistant. The cable shall be
		rated SO by the National Electrical Code. The wire gauge
		shall provide for a rating of 80 amperes minimum. The
		electrical panel in the health van shall be provided with an
		access door, latch and key lock and sized to contain the power
	-1	cable.
1	Shore power, aluminum reel & box	A rewind reel to handle live electric cable shall be equipped with four-way roller assembly, large bending radius, and non-
	I GGI & DOX	sparking ratchet assembly to lock the reel when the desired
		length of cable has been played out. A 100 amp 4-conductor
}		collector assembly with wiring from the collector ring to the
1		junction box. Brushes to be copper graphite with copper alloy
		rings. A cable stop shall be used to prevent damage to rollers
_		and connectors and to permit adjustment of free cable length.
1	Shore power protection	Over-voltage detection system to prevent damage to rear cabin
	from over-voltage	equipment. Detects building power voltage and provides safe or unsafe signal. BOCC personnel responsible for allowing or stopping
		electrical service from building to rear cabin.
L	1	Electrical service from national to leaf capit?

Each	Item	Detailed Specification
1	Smoke detector, battery	Provide battery operated DC-voltage smoke alarm so that vehicle is protected if electricity fails, provided the batteries are fresh and correctly installed. Unit to emit an 85 decibel alarm for an early warning of fire.
1	Stairs, entry, manual	Solid aluminum construction, with diamond plate stair treads with static coefficient of friction (COF) 0.70 wet and 0.80 dry. Tread surface to surpass ADA, NFPA, and OSHA requirements. No r.v. electric step systems allowed. Each stairway shall be constructed using aluminum channels and aluminum I-beam stringers to form the frame. The frame components shall be welded or bolted. The width of each stairway shall be a minimum of 33 inches. The stairway tread depth shall be 8 inches, plus or minus 1 inch. The stairway riser height shall be 8 inches, plus or minus 1 inch. The construction of the stairway shall be without riser panels. A portable step stand shall be furnished to mitigate against an non-uniform riser height between the bottom stairway step and the ground. Each step stand shall be min. 11 inches wide x 33 inches long x 3 inches (+/-1 in.) high from ground. Each step stand shall be capable of supporting 500 pounds without permanent deformation or breakage. The top of the step stand shall have a matching aluminum diamond plate surface. The weight of each step stand shall not exceed 15 pounds.
1	Stairs, handrail storage compartment	Solid aluminum construction with diamond plate door and locking system. Storage compartment to contain stair system handrail while in transit. The components of the compartment shall be welded or bolted.
1	Stairs, high-traction tread covers	Step covers are fit over existing steps. Slightly rounded for snug fit on Bull Nose leading edges of stairs. Doubles OSHA's 0.5 guideline and exceeds ADA's 0.6 measure for Coefficient of Friction values. Exceeds guidelines even in wet or oily conditions.
1	Storage compartment, undercarriage	Individual 3/16 in. thick diamond plate aluminum doors on the curbside and streetside of the vehicle shall be furnished to provide access to holding tanks and equipment. The doors shall be hinged at the top. Means shall be provided to positively retain the doors in the open position. Doors shall be provided with replaceable weather seals to protect materials stored inside from weather. Each door shall be equipped with recessed, paddle type latches and key operated locks. Latches and locks shall be stainless steel.
1	Undercoating	The entire underside of the body, including floor components, sides and panels below floor level and exterior compartments, shall be coated with fire-resistant and rust resistant material composed of asphalt, rubber, or other approved material applied by spray method.
1	Video, rear view system with in-cab monitor	High resolution 360-degree outside vision system for wide field-of-view to facilitate backing and merging into traffic. Onscreen distance grid to assist driver in judging distance. Camera must function in very bright to minimal ambient light, with field of view around exterior of vehicle.
3	Wall, slide out, level floor	Each expandable side room shall extend out at least 30 inches or more. The interior height shall be 76 inches minimum. Each expandable side room shall consist of a rigidly-

Each	Item	Detailed Specification
		constructed single assembly consisting of front, rear and sidewalls, floor and roof; all integrated to form a 5-sided, self-supporting box structure. The expandable room floors shall be level with the rear cabin floor, plus or minus 1/8 inch. An automatically expanding and retracting awning shall be furnished to protect each of the expandable side rooms from rain and snow infiltration. A gasket and wiper system shall be installed to prevent rain and snow infiltration. The expansion and retraction of the expandable side room shall be by use of two systems, one by manual cranking from the exterior and
1	Water heater,	the other by a hydraulic system.  Tank-type water heater. No in-line heaters.
1	undercounter Water level monitoring	Remote readings on digital instrument pad for water levels in
	system	all tanks, in 10 percent increments.
1	Water tanks & pump, 50 gal. ea.	Potable water pump to be self-priming, thermally protected, and include check valves rated to 200 psi to prevent cycling and backflow. Pump must run dry without damage for up to 200 hours. The water tanks shall be of proper capacity listed, with all internal plumbing lines to be rigid plastic pipe suitable for drinking water. All runs shall slope to low points to facilitate draining of the system. The runs shall be made in the subfloor area to the maximum extent possible to minimize the risk of freezing. All other runs shall be freeze protected with a thermostatically controlled heating system. All drains shall be properly vented out to the side of the health van with louvered covers over the openings. The water supply system shall be designed and constructed to assure pure drinking water conforming to the following: National Sanitation Foundation International Standard 14 for ingredients, materials, products, quality assurance, and marking, National Sanitation Foundation International Standard 61 for taste, impurities and harmful chemicals in the system components. Freeze-stabile tubing shall be furnished to conduct water throughout the system. Tubing shall be in accordance with NSF, ASTM F876 and ASTM F877. All fittings shall comply with ASTM F877 and CSA B137.5. Tubing shall withstand freezing without leaking or breaking. Tubing shall withstand freezing without leaking or breaking. Tubing shall withstand freezing without leaking or breaking. Tubing shall be installed behind the finished walls or below the sub-floor. No visible tubing in public areas shall be permitted. All other tubing runs shall be protected with a thermostatically controlled freeze protection heating system with accessible test points for each circuit. All drain pipes shall be pitched for gravity flow to final disposal. All drain pipes shall be pitched for gravity flow to final disposal. All drain pipes shall be installed behind the finished walls or below the sub-floor. No visible pipes in public areas shall be permitted. Drain pipes shal

Each	Item	Detailed Specification
		inch gate type dump valve. The vehicle shall be provided with a flexible sewage hose having a 20-foot length and a 3-inch diameter. The holding tanks shall be constructed of a corrosion resistant material. All holding tanks shall be securely mounted and supported. Tank level gauges shall be provided and located in the clinic area.
1	Wheelchair lift, undercarriage	An under-floor type wheelchair lift shall be furnished. The wheelchair lift shall stow under the clinic floor, leaving the doorway into the clinic clear. The enclosure shall protect the wheelchair lift from rain, snow and dirt. The wheelchair lift shall be constructed of steel and aluminum. The useable platform width shall be 30 inches minimum. The useable platform length shall be 45 inches minimum. Lifting capacity shall be at least 700 lbs. The wheelchair lift shall be hydraulic powered using a 12-volt direct current motor. A manual hydraulic pump back-up system shall be provided in case of electrical failure. The wheelchair lift shall have dual hand rails. Safety interlocks shall be provided to prevent operation of the wheelchair lift, when the wheelchair door is closed. The wheelchair lift shall be furnished with a four button pendant control. The wheelchair lift shall comply with the Americans with Disability Act requirements.
1	Wheels, rear tire inflation extenders	Provide a 4-hose air system designed for easy access to both inner and outer dual rear wheels for checking pressure or inflating tires. Hoses to be protected by flexible braided stainless steel and mounted to valve stems and outer chrome liners. All mounting brackets to be made of 304L stainless steel.
8	Windows, safety glass	Sliding windows with screens shall be furnished in all openings except entry doors. Window assemblies shall be properly aligned with complete seals to preclude water leakage and wind noise from entering the health van. Sliding window operation shall be smooth, with a maximum force of fifteen pounds required to move the sash in either direction. Latch operation shall be smooth with positive locking latches. At least one streetside side window shall allow for emergency escape, by means of durable, heavy-duty release latches located on each side of the window and below the window centerline. The window construction shall include exterior sash drains to prevent the entrance or backup of water into the clinic area or sidewalls. Drains of sufficient size shall be incorporated at the bottom of each sash that will allow drainage of the interior condensation to the exterior of the mobile health van. Window openings shall have reinforced structural headers and vertical uprights around the perimeter to maintain structural integrity of the body. The window openings shall have reinforced structural headers and vertical uprights around the perimeter for additional strength. Each window shall be gray tinted tempered safety glass, integral gutter and water drain hole, and have a 31 percent maximum light transmission tint. Each window, except the entry door, shall have a top-mounted, pleated pull-down blind that covers the entire window.

Each	Item	Detailed Specification
7	Window, décor valance	Upholstered covers for blind mechanism add decorative
		element to rooms with windows (entry door window excepted).
_		Color/upholstery choices by BOCC.

MEDICAL EQUIPMENT SPECIFICATIONS (number preceding item description is quantity to be supplied with the completed van)

Each	Item	Detailed Description
2	Curtain, privacy, fabric	Exam privacy curtain must be mounted on ceiling rail to sweep across room between patient and doorway.  Curtain must be removable for cleaning.
1	Exam, table, general, Midmark-Ritter 204	Midmark-Ritter model 204 exam table with upholstery. Height to be nom. 33 inches. Table length with foot rest extended is to be nom. 74 inches. Patient load capacity 500 lbs. Table width: nom. 27 inches. Foot extension length: 18 inches. Paper roll storage under back section. Electrical requirements to be total unit rating 115 VAC, 60 Hz, 5 amperes, with hospital-grade duplex electrical receptacle, UL listed and CSA certified.
2	Exam table, power, Midmark- Ritter 224 barrier free	Model 224 powered exam table with upholstery. High- low table for easy access by patients, including geriatric and bariatric. Dimensions 29.7 wide x 58.7 long, with powered lift from 18 in. to 37 inches above floor. Table length with foot rest extended is to be 76.7 inches. Patient load capacity 400 lbs. Access step and stirrups included. Paper roll storage for one under the pillow with storage for 4 rolls under back section. Electrical requirements to be total unit rating 115 VAC, 60 Hz, 5 amperes, with hospital-grade duplex electrical receptacle, UL 60601-1, Can/CSA C22.2 No. 601.1-M90
2	Otoscope/ophthalmoscope, by Hill-Rom/Welch-Allyn	Wall transformer with handle-based rheostats for light-intensity adjustments; contoured; and ABS housing. Optical sensor must automatically turn handles on when removed from cradles. Internal halogen lamp to provide light output. Lifetime warranty against manufacturing defects. Coiled cords to carry 10-year warranty against breakage during normal use. Entire unit to conform to UL 544; CAN/CSA C22.2 No. 125.
1	Specimen pass-through	A stainless steel cabinet, approximately 11"w x 11"h x 4"d is to be placed between lab area and rest room. Each door must interlock the other, so that both pass-through doors cannot open at once.
2	Sphygmomanometer, w/cuff holder, Welch-Allyn	Unit to be manufactured with precision jeweled bearings; dial face individually laser-engraved white graphics on charcoal gray scale. Latex-free aneroid bellows to be phosphor-bronze with recessed dial to eliminate parallax. Must meet AAMI accuracy standard of ± 3mm Hg. Built-in basket for storage of the inflation system, with 40° side-to-side swivel for clear viewing at all angles. Include one-piece blood pressure cuff, pretreated with antimicrobial agent to resist bacterial growth. Luer lock to permit quick interchanges among various cuff sizes.

Each	Item	Detailed Description
2	Stool, without back, pneu., MidMark 425	Hooded, silent, dual wheel casters on 5-legged exam stool for use across tile or carpet. Vinyl color coordinated to perfectly match exam table, with seat and back with foam padding and sewn-edge upholstery protected by a clear finish. Height to adjust with fixed-height rotation and collar to any height between nom. 17" to 24" (41.9 to 59.7 cm). Weight capacity 225 lbs.

#### WARRANTEES, MINIMUM TO BE PROVIDED

The vendor is to provide copy of written warrantee information. Vendor to state warranty to cover the following, at a minimum; zero deductible applies:

Air conditioner, cab – 2 year, unlimited miles Basic vehicle – 2 year, unlimited miles Body structure – 20 years, 150,000 miles Corrosion perforation – 5 year, unlimited miles Diesel engine – 3 year, 150,000 miles Drivetrain – 3 year, 150,000 miles Emissions – 3 year, 150,000 miles Frame/crossmember perforation – 3 year, unlimited miles Generator – 1,000 hours, unlimited miles Noise emissions – lifetime of the vehicle

Vendor must give detailed information about the locations in our area for warranty service, such as name of dealer, address, phone, etc.

#### **QUALITY & WORKMANSHIP**

- A. The mobile health unit shall be free from defects that may impair its serviceability or detract from appearance.
- B. All bodies, systems, equipment and interfaces with the chassis shall be done in accordance with the OEM's Body Builders Book.
- C. All components shall be new. Defective components shall not be furnished. Parts, equipment and assemblies, which have been repaired or modified to overcome deficiencies, shall not be furnished without approval of the purchaser. Component parts and units shall be manufactured to definite standard dimensions with proper fits, clearances and uniformity. Welded, bolted and riveted construction utilized shall be in accordance with the highest standards of industry. General appearance of the mobile health unit shall not show any evidence of poor workmanship.
- D. The following deficiencies shall be cause for rejection:
  - Rough, sharp or unfinished edges, burrs, seams, corners, joints, cracks and dents.
  - Non-uniform panels. Edges that are not radiused, beveled, etc.
  - Paint runs, sags, orange peel, fish eyes, etc., and any other imperfection of lack of complete coverage of paints or coatings.
  - Body panels or components that are uneven, unsealed, or contain cracks, dents or have voids.
  - Misalignment of body fasteners, glass, viewing panels, light housings, other items with large or uneven gaps, spacing etc. such as door, body panels and hinges panels.
  - Hoses, wiring or harness routed through panels and bulkheads without grommeting or other protective insulation, routed across components in a manner allowing chaffing to occur or routed in such a manner to be damaged by the exhaust system.
  - 7. Improper electrical connections, or loose, vibrating, or abrading components.
  - 8. Interference of chassis components, body parts, doors etc.
  - Improperly supported or secured hoses, wiring harnesses, mechanical controls, etc., including interference with other components.
  - Leaks of any gas, vacuum, or fluid lines (air conditioning, coolant, oil, oxygen, etc.).
  - 11. Noise, panel vibrations, etc.
  - Inappropriate or incorrect use of hardware, fasteners, components, or methods of construction
  - 13. Incomplete or improper welding, riveting or bolting.

- 14. Lack of uniformity and symmetry where applicable.
- Loose, vibrating, abrading body parts, components, subassemblies, hoses, wiring harnesses or trim.
- 16. Improper body design that could cause injury during normal use or maintenance, and which fail to provide access to perform routine or mandatory repairs or maintenance on the mobile health unit electrical and mechanical systems. In addition, the improper combination of options which by their combination and installation are inherently incompatible with regard to function or safety.
- 17. Sagging, non-form fitting upholstery or padding.
- 18. Incomplete or incorrect application of rustproofing.
- 19. Equipment malfunctions.
- 20. Inadequate welding, riveting, bolting or attachment of components.
- 21. Visual deformities.
- 22. Unsealed appurtenances or other body components, leaking gaskets etc.
- 23. Delamination of plastic composition materials.
- 24. Any deviation from specification requirements or manufacturer's standard production practice whether or not stipulated herein, that detracts from form, fit, function, durability, reliability, safety, performance or appearance.

Any deviation from specification requirements or any other item, whether or not stipulated herein, that affects form, fit, function, finish, durability, reliability, safety, performance or appearance shall be cause for rejection.

#### **TRAINING**

Delivery of the finished vehicle to the BOCC, and on-site training by vendor personnel, shall be provided at vendor's expense for ½ day at delivery and ½ day in the future at a time, date, and location as agreed to by both parties. After the initial days, if further consultation is needed, vendor shall supply such consultation to the BOCC on a time and travel expense basis, without mark-up.

#### SERVICE AND MAINTENANCE FOR THE VAN

The Board of County Commissioners will analyze payment terms for the vehicle as stated in the proposal. Requests for payment must be submitted in the form of an invoice. Invoice requirements include due date, line itemed services, and deliverable number.

#### TERMS, PAYMENT

The BOCC will analyze your payment terms for the vehicle as stated in your proposal.

#### **DELIVERY TIME**

Delivery of the Mobile Medical Unit is due within \_\_\_\_\_ days after execution of the Contract.

#### Attachment #1

#### NOTICE: THIS IS A FEDERALLY FUNDED PROJECT

This Project will be in strict compliance with program requirements of the Awarding Agency and of 2 CFR §§ 200.317 through 200.327, as applicable to County or to Lifeline Mobile, Inc. as a for profit contractor. The contractor hereby certifies that they will comply with all applicable federal laws, regulations, procedures, and directives.

- (1) Remedies. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for Cause and Convenience. Termination for cause and for convenience by the recipient or sub- recipient including how it will be affected and the basis for settlement. (All contracts more than\$10,000)
- (3) Not to Exceed Contract Amendments. The Contractor shall not exceed the maximum fees, as noted in the Agreement for Purchase of Mobile Medical Unit, without a prior written request to Hamilton County, and authorization by written amendment to the Contract, including a change to the Scope of Work/Services. The written request shall include documentation and justification for such request including a detailed cost and schedule impact to the Project.
- (4) Retention of all required records. Records shall be retained for three years after recipients or sub-recipients make final payments and all other pending matters are closed.

(5) Access to Records.

- a) The Contractor agrees to provide Hamilton County, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (6) Small and minority businesses, women's business enterprises and labor surplus area firms, a) Qualified small and minority businesses and women's business enterprises will be included on solicitation lists developed by the Contract Compliance Officer.
- b) Small and minority businesses and women's business enterprises will be solicited when they are potential sources for services.
- c) When economically feasible, total project requirements will be divided into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business ente1prises.
- d) Delivery schedules will be established that encourage participation by small and minority businesses and women's business enterprises, where requirements permit.
- e) Services provided by organizations such as the Small Business Administration and Minority Business Development Agency of the Department of Commerce will be used, as appropriate.
- f) Prime contractors are required to use the affirmative steps listed in items (6) (a) through (6) (e) above if subcontracts are let.
- (7) Equal Employment Opportunity. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). During the performance of this contract, the Contractor agrees as follows:
- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to

the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended and supplemented, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended and supplemented, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 as amended and supplemented, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The Contractor will include the portion of the sentence immediately preceding paragraph (a) of this section and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended and supplemented, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States."
- (8) Compliance with the Contract Work Hours and Safety Standards Act. Applicable for all contracts awarded by the non-Federal entity more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 CFR Part 5.
- a) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work more than forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked more than forty hours in such workweek.
- b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work more than the standard workweek of forty hours without payment of the overtime wages required by the clause-set forth in paragraph (a) of this section.
  - c) Withholding for unpaid wages and liquidated damages. Hamilton County shall upon its own action or upon written request of an authorized representative of the Department of Labor

withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

- d) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (a) through (d) of this section."
- (9) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more must file the required certification. See [Exhibit C].

  (10) Procurement of Recovered Materials.
  - a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
  - Competitively within a timeframe providing for compliance with the contract performance schedule.
    - Meeting contract performance requirements; or
       At a reasonable price.
  - b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/.

The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm. (11) Compliance with the Clean Air Act. Applicable for contracts of amounts more than \$150,000.

- a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b) The Contractor agrees to report each violation to Hamilton County and understands and agrees that Hamilton County will, in turn, report each violation as required to assure notification to the State of Florida, and the appropriate Environmental Protection Agency Regional Office.
   (12) Compliance with the Federal Water Pollution Control Act. Applicable for contracts of amounts
  - more than \$150,000.

    a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b) The Contractor agrees to report each violation to Hamilton County and understands and agrees that Hamilton County will, in turn, report each violation as required to assure notification and the appropriate Environmental Protection Agency Regional Office.

(13) Suspension and Debarment.

- a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.935).
- b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- c) This certification is a material representation of fact relied upon by Hamilton County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and Hamilton County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d) The Contractor agrees to comply (Exhibit D) with the requirements of 2C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- (14) No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligation or liabilities to the non-Federal entity, Contractor or any other party pertaining to any matter resulting from the contract.
- (15) Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 USC Chap 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the contract.
- (16) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- (17) Notice of awarding agency requirements and regulations pertaining to reporting.
  (18) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed during or under such contract.
  (19) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

## Attachment #2 CERTIFICATIONS AND REPRESENTATIONS (CONTRACT FUNDS)

1. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION
For all orders above the limit prescribed in FAR Section 52.203-12{g), or its successor regulation (currently\$150,000), the Offeror must complete and sign the following:
The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31
U.S.C. 1352, the "Byrd Anti¬ Lobbying Amendment."

- (a) FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, 0MB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards more than \$150,000 shall certify and disclose accordingly.
- (c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
- 2.CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FIRST TIER SUBCONTRACTOR)
  For all orders above the limit specified in FAR Section 52.209-G(e) (currently \$30,000) and in accordance with the requirements of FAR 52.209-6, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

The Offeror and/or any of its principals—

Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

Have not, within a three-year period preceding this offer, 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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(I)(B) of this provision. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

Except as specifically modified by this Amendment, all provisions of the Purchase of Mobile Medical Unit remain in full force and effect. The Parties agree that in the event of a conflict between the Purchase of Mobile Medical Unit and this Amendment, the terms of this Amendment shall control.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

	Hamilton County	
Signature:  Name:    K LEE GUSE   Title:  Date:    JAN 17 2024	Signature: Name: Title: Date:	_

End



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8207591-973928

#### **POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that
Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized
under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint. Defores
Senkowski; Jamie Laurencelle; Jennifer A. Jarosz; Judith L. Jost; Judy K. Wilson; Kathy S. Zack; Kristie A. Pudvan; Lisa M. Wilmot; Michael Schatz; Nicholas R.
Hylant; Pamela Santa; Sarayu S. Nair; Susan E. Hurd; Theresa J. Foley; Vicki L. Sharpe; Vicki S. Duncan

all of the city of	Toledo	state of	OH	each individually if there be more than one named, its true and lawful attorney-in-fact to make
execute, seal, acknow!	edge and deliver, for an	d on its behalf as sure	ty and as its a	ct and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance
of these presents and	shall be as binding upo	on the Companies as	if they have b	een duly signed by the president and attested by the secretary of the Companies in their own proper
persons.	· ·	•	•	, , , , , , , , , , , , , , , , , , , ,

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of April 2022







Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

, (POA) verification inquiries, HOSUR@libertymutual.com

Attorney or email I

For bond and/or Power of please call 610-832-8240

David M. Carey, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY

On this 4th day of April \_, \_2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Sea Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1126044 Member, Pennsylvania Association of Notaries

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of







Renee C. Llewellyn, Assistant Secretary

#### PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: That <u>Lifeline Mobile, Inc.</u>, as Principal, and <u>The Ohio Casualty Insurance Company</u>, as Surety, located at <u>175 Berkeley Street</u>, <u>Boston</u>, <u>MA 02116</u> (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State Florida, as Obligee in the sum of <u>Five Hundred Ninety-Four Thousand and 00/100 ———</u> Dollars, (\$594,000.00) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that the Principal:

- 2. Pays County all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including costs and attorney's fees on appeal that County sustains resulting directly or indirectly from any breach of default by Principal under the (Purchase Order or Agreement Name), and
- Promptly makes payments to all claimants, subcontractors, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the (Purchase Order or Agreement Name) and;
- 4. Satisfies all claims and demands incurred under the (Purchase Order or Agreement Name), and fully indemnifies and holds harmless the County from all costs and damages which it may suffer by reason or failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the (Purchase Order or Agreement Name) during the period in which this Performance and Payment Bond is in effect, the Surety shall remain liable to the County for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum.

In the event that the Surety fails to fulfill its obligations under this Performance and Payment Bond, then the Surety shall also indemnify and hold the County harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance and Payment Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon county's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the (Purchase Order or Agreement Name) entered into by County and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the (Purchase Order or Agreement Name) granted by County to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the (Purchase Order or Agreement Name) as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

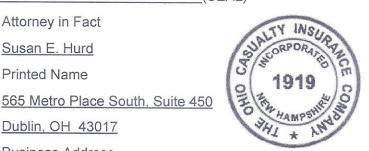
#### Bond #: 014246064

Witness

Any changes in or under the (Purchase Order or Agreement Name) and compliance or non-compliance with any formalities connected with the (Purchase Order or Agreement Name) or the changes does not affect Surety's obligation under this Performance and Payment Bond.

IN WITNESS WHEREOF, this instrument is executed this 16th day of July, 2024.

Kay Prate	BY:(SEAL)
Witness Witness Witness	Authorized Signature (Principal)
	Printed Name VICE PRESIDENT
	Title of Person Signing Above
ATTEST:	SURETY: The Ohio Casualty Insurance Company
Vidi S. Dunen	Printed Name Susan E. Hung
	BY:(SEAL)
Witness A A A A A A	Attorney in Fact
Cathy 11/101/muye	Susan E. Hurd



NOTE: Date of the Performance and Payment Bond must not be prior to date of (Purchase Order or Agreement Name). If Vendor is Partnership, all partners should execute Bond.

Printed Name

Dublin, OH 43017 **Business Address** 

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Powerof-Attorney appointing individual Attorney-in-Fact for execution of Performance and Payment Bond on behalf of Surety.