



# LASSEN COUNTY SHERIFF'S OFFICE

1415 Sheriff Cady Lane Susanville, CA 96130

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Phone: (530) 257-6121  
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**Dean F. Growdon**  
Sheriff - Coroner

To: Lassen County Board of Supervisors

From: John McGarva #104, Custody Division Commander *Jm #104*

RE: Purchase of New Transport Vehicle and Budget Modification

Agenda Date: January 12, 2020

**Subject:**

Purchase of a Ford F-550 Transport Vehicle from Braun NW, Inc. in the amount of **\$221,577.00**. The specifications for the van are included in the packet. The new van will come with a restroom and have the capacity to transport 18 inmates segregated in two man enclosed areas.

**Discussion:**

**Vehicle Specifications:**

The proposal from Braun NW included specifications for the vehicle we requested to purchase. They are included in this packet. The initial proposal gave a quote of **\$219,077.00**. This was for a 4x2 vehicle. The added option for a 4x4 vehicle chassis was **\$2,500.00**. This was included in the total price listed above. The plans and specifications for the vehicle are also included in this packet for your review.

The purchase of this transport vehicle would allow for safer transports for both deputies and inmates. Some of these reasons are outlined below:

**Inmate Classification and Segregation:**

The Lassen County Sheriff's Office currently operates two Ford F-350 Econoline two wheel drive transport vans to facilitate transports to various appointments and court appearances. The current vans allow for limited segregation. Each van has two seats in the middle compartment that can have three people seated in them a piece. The rear of each vehicle is segregated and allows for a solo occupant in each seat. This causes hardships with transporting multiple classifications of inmates and meeting distancing guidelines in place under COVID-19 protocols.

Even with local transports the segregation of classifications can be difficult. Certain classifications cannot be seated or placed together even during short transports (ex. Sex offenders with General Population, Rival Gangs). The Jail often transports inmates who are assaultive to other inmates and/or staff resulting in the need for the additional security this van can provide.

For COVID-19 protocols and guidelines, we can limit the amount of inmates transported at one time. The availability to transport nine inmates individually segregated allows for physical distancing requirements to be met in conjunction with the wearing of N95 masks. This allows for the safe transport of inmates to and from their destination.

#### Reception Facility Transports:

Traditionally the reception center for our region was at High Desert State Prison. A few years ago it was changed to Deuel Valley Institution near Tracy, California. While a five hour drive one way, this was still manageable with our current transport vehicles. There was little to no need to stop at other correctional facilities, rest areas or restaurants to use restroom facilities. DVI has been designated for closure by the California Department of Corrections and Rehabilitation.

With the pending closure of DVI and changes made by the California Department of Corrections and Rehabilitation, the designated reception center for Northern California was changed to North Kern State Prison. This prison is located near Bakersfield, California in Kern County. The minimum drive time to this facility is 8-10 hours. We have sent two such transports to North Kern and each has required over an 18 hour shift from Sheriff's Personnel to complete. With our current transport vehicles, this would require several stops at rest areas or other correctional facilities for restroom or meal breaks. Stopping at rest areas, gas stations or rest stops constitute safety concerns. Each area presents a risk for escape, ambush or rescue attempts. There is no way to possibly secure such areas effectively with the two deputies that would be assigned to such a transport.

The secondary option is to prearrange rest stops at correctional facilities along the route to North Kern. While easily achievable prior to the advent of COVID-19 protocols, this is no longer possible. Facilities across the state are not willing to allow anyone to stop with their inmates even for brief periods. No facility wants even the remote possibility of introducing the virus into their population.

With our current transport vans that leave only the previous options listed above. The new van once purchases would allow for inmates to use the restroom already on board. This is not dissimilar to the restrooms available on airplanes or tour busses. The transportation deputies would be able to move the inmates to this facility without stopping the transport and allowing for more security throughout. The elimination of stops in public areas increases the safety to the public as well.

Once reaching the reception center, inmates are not allowed to immediately off-load. Inmates could be waiting for hours to enter the facility, necessitating the availability of a bathroom in the transportation vehicle.

The new van will be four wheel drive as well. During the winter months, we will have to travel the mountain passes in all weather conditions. Travel over Donner Pass or Morgan Summit to the valley areas would be required even in the most adverse of conditions. We currently use a two wheel drive van or have to borrow a vehicle from the Operations Division in order to complete a transport. The purchase of this vehicle would allow for safer transportation for inmates and deputies.

#### Driver Requirements:

This vehicle would require a Class "B" license with a passenger endorsement to operate. The vehicle has a rated capacity of 18 well over the requirements for an endorsement. The Sheriff's Office already have personnel trained and certified to drive such a vehicle. The Sheriff's Office will be seeking to train and certify additional personnel to operate this vehicle in the future if purchased. The Sheriff's Office hopes to address this through the Collective Bargaining Process.

Driver Requirements:

This vehicle would require a Class “B” license with a passenger endorsement to operate. The vehicle has a rated capacity of 18 well over the requirements for an endorsement. The Sheriff’s Office already have personnel trained and certified to drive such a vehicle. The Sheriff’s Office will be seeking to train and certify additional personnel to operate this vehicle in the future if purchased.

Bid Requirements:

Braun NW, Inc. participated in a competitive bid process for the sale of the same vehicle listed Houston-Galveston Area Council Cooperative Agreement for Public Services. This agreement was executed on October 21, 2020 and is currently in effect. A copy of this agreement is included in this packet. The purchase of this vehicle off of the HGAC will satisfy the requirements for competitive bid under the Purchasing Policy.

**Fiscal Impact:**

Budget Modification will be requested to Sheriff’s Office budget 130-0525 in the amount of \$237,641.33. This is the purchase price plus tax. The funding request would be from the General Fund.

**Recommendation:**

Authorize the CAO to sign the proposal purchasing the vehicle from Braun, NW, Inc. in the amount of \$237,641.33.



150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

**HGAC PROPOSAL**

**DECEMBER 11, 2020**

**LASSEN COUNTY SHERIFFS OFFICE  
ATTN: SHERIFF DEAN GROWDON  
1415 SHERIFF CADY LANE  
SUSANVILLE, CA 96130  
[dgrowdon@co.lassen.ca.us](mailto:dgrowdon@co.lassen.ca.us)**

**RE: ONE (1) 2021 NORTH STAR 191-5 PRISONER TRANSPORT**

**BRAUN NORTHWEST IS PLEASED TO OFFER THE FOLLOWING PROPOSAL WHICH IS  
BASED UPON HGAC CONTRACT AM10-20:**

**ONE (1) 2021 NORTH STAR 191-5 PRISONER TRANSPORT ON A 2021 FORD F-550 4X2 DIESEL  
CHASSIS PER ENCLOSED SPECIFICATIONS DATED 12/11/2020 AND DRAWINGS DATED  
04/11/2018.**

<b>BASE PRICE HGAC CC05 .....</b>	<b>\$194,293.00</b>
<b>PUBLISHED/UNPUBLISHED OPTIONS TAKEN .....</b>	<b>\$ 23,784.00</b>
<b>HGAC FEE .....</b>	<b>\$ 1,000.00</b>
<b>TOTAL F.O.B. SUSANVILLE, CA .....</b>	<b><u>\$219,077.00</u></b>

**Sales tax not included**

**F.O.B.: SUSANVILLE, CA**

**DELIVERY: APPROXIMATELY TWO HUNDRED EIGHTY (280) DAYS ARO.**

**TERMS: NINETY PERCENT (90%) PAYMENT DUE UPON RECEIPT OF VEHICLE.  
BALANCE DUE IN THIRTY (30) DAYS.**

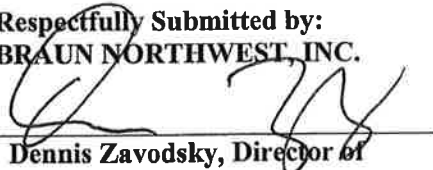
*Price above includes travel charges for 2 people flying from Reno, NV to Portland, OR and back for Pre-Build meeting and for Final Inspection.*

*Braun Northwest, Inc. is a California dealer (#16055) with insurance information available upon request.*

*Braun Northwest, Inc. is a Washington dealer (0991-A) with insurance information available upon request.*

*(Note: This bid is contingent on use of customer's Government Ford Fleet Identification Number.) Failure to secure a FIN will increase the price by the amount of the GPC chassis discount.*

**Respectfully Submitted by:  
BRAUN NORTHWEST, INC.**

  
**Dennis Zavodsky, Director of  
Sales**

**We agree to accept the above proposal:  
LASSEN COUNTY SHERIFFS OFFICE**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**



**EMERGENCY VEHICLES**

TM  
Cc LM  
Enclosures: Specifications, drawings

**[www.braunnw.com](http://www.braunnw.com)**

**OPTIONS  
FOR  
*Lassen County Sheriff's Office  
Susanville, California***

Please indicate if you want the following options by initialing in the space provided and checking the appropriate "yes" or "no" box, then sign where indicated below. After completion, please return this original form to our office along with the original proposal.

Thank you!

1. Utilize 2021 Ford F-550 4x4 diesel chassis.  
ADD .....PER UNIT \$2,500.00  
Do you want this option?      ☐ Yes ☐ No      \_\_\_\_\_initials

***(NOTE: THIS PRICING DOES NOT INCLUDE SALES TAX.)***

APPROVED BY:      *(Please initial above choice (s) & sign below)*

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**DETAILED SPECIFICATIONS  
FOR  
PRISONER TRANSPORT  
LASSEN COUNTY SHERIFF' S OFFICE  
SUSANVILLE, CALIFORNIA**

**1.0 CHASSIS**

**1.01 OEM CHASSIS**

- 2021 Ford F-550 XLT, Regular Cab 4 x 2, meeting all the specifications of Section 1.01.
  - Ambulance Prep. Package with EPA Special Emergency Vehicle Emissions
  - 3 year/36,000 mile "Bumper to Bumper" warranty
  - 5 year/100,000 mile Powertrain warranty
  - Dual Rear Wheels
  - Provided by Braun Northwest

**1.01.01 SPECIFIC RATINGS**

- Drive – 4 x 2
- G.V.W.R. – 18,000 lb.
- Front Axle – 7,000 lb.
- Rear Axle – 13,660 lb.
- Wheelbase – 205"
- Cab to Axle – 120"
- Front Spring Capacity – 7,000 lb.
- Rear Spring Capacity – 13,660 lb.
- Rear Differential – 4.10 ratio, limited slip wide track rear axle

**1.01.02 POWER TRAIN**

- Engine
  - 6.7L Power Stroke V8 turbo diesel B20
  - Diesel Emission Fluid (DEF) system with operator-commanded regeneration
  - External oil cooler
  - Factory diesel package
  - Engine block heater
  - Heavy duty dry type air cleaner with flow restriction indicator
- Engine Cooling System
  - Heavy duty, closed-air, free-liquid state type
  - Coolant recovery system
  - 50/50 solution Permanent type antifreeze to –40 degrees F
- Transmission
  - TorqShift 10-speed automatic transmission with selectable drive modes
  - Tow/Haul Mode with Integrated Exhaust Brake
  - External oil cooler in chassis grille area

- Exhaust System
  - System complies with Federal Motor Carrier Safety Regulations, Part 393.83
  - Suspended using three hangers, excluding manifold attachment
  - Discharge at right rear side of module
  - Tailpipe shall not terminate within twelve inches of the vertical axis of the fuel tank filler opening.

**1.01.03 STEERING**

- Power-assisted
- Tilt steering wheel

**1.01.04 SHOCK ABSORBERS/STABILIZER BARS**

- Heavy-duty shock absorbers front and rear
- OEM front and rear stabilizer bars

**1.01.05 BRAKES**

- Heavy duty power-assisted four wheel ABS; front and rear disc
- Front 14.53" diameter; Rear 15.35" diameter
- Trailer Brake Controller

**1.01.06 TIRES AND WHEELS**

- Seven OEM LT 225-70R-19.5G all-purpose steel belted radials
- Seven OEM 19.5" steel wheels
- OEM jack and tire changing tools
- Spare tire and wheel shipped loose

**1.01.07 ELECTRICAL**

- Alternators – OEM Dual rated at 397 Amps total
- Batteries – OEM Dual 750 CCA each
- Stationary Elevated Idle Control

**1.01.08 INSTRUMENT PANEL AND CONTROLS**

- Gauges
  - Speedometer
  - Tachometer
  - Coolant Temperature
  - Transmission Fluid Temperature
  - Turbocharger Boost
  - Fuel Level
  - Indicator lights
  - Odometer/Trip Odometer
- Cruise Control, with steering mounted controls
- Audio – OEM AM/FM/SiriusXM radio with 6 month prepaid subscription
- SYNC 3 - Voice-Activated communications and entertainment system with AppLink and instrument panel compass display
- 4.2" LCD Productivity Screen in IP Cluster with Compass Display
- Two USB Ports
- Ford Pass® Connect 4G WiFi Modem
- **Rearview Camera and Prep Kit (872)**

**1.01.09****CAB EXTERIOR**

- Trim Level – XLT
- Bumper – Chrome
- Tow eyes – Two Front
- Mud Flaps – Two Front
- Horn – OEM dual electric
- Windows – Tinted safety glass
- Windshield wipers – Two-speed electric, washer and intermittent speed control
- Mirrors
  - Two black, below eye level, manually telescoping trailer tow
  - Power, heated glass, upper portion
  - Turn indicators and clearance lights on outside edge
  - Lower portion convex
- Lights
  - Headlamps – Auto High-Beam, Quad-beam halogen
  - Roof clearance light
  - Under hood service light
- Fuel – OEM 40 gallon tank

**1.01.10****CAB INTERIOR**

- Trim Level – XLT
- Seats – OEM
  - Cloth 40/20/40
  - Combination lap and shoulder harness
  - Side door armrest
- Flooring – Black Vinyl
- Climate Control – OEM
  - Heavy duty, fresh air, high capacity heater/defroster
  - Dehumidifying air conditioning system
- Airbags
  - Driver and right-front passenger front
  - Front-Seat side
  - Safety Canopy System with roll-fold side curtain airbags
- Other
  - Dome light, with dual map lights
  - Auxiliary Power Point
  - Interior hood release
  - Power door lock & windows
  - Remote keyless entry w/Anti-Theft
  - Adjustable gas and brake pedals

**1.01.11****COLORS**

- Exterior – Oxford White (Z1)
- Interior – Medium Earth Gray



**1.02 CHASSIS MODIFICATIONS**

The following modifications shall be made to the chassis by Braun Northwest.

**1.02.03A SIMULATORS**

Stainless steel wheel simulators shall be installed on all outer wheels, with braided valve stem extenders on the two inner rear wheels.

**1.02.04 EXHAUST HEAT SHIELDS**

Shall be formed from 20 ga. galvanized steel sheets with stamped reinforcements and formed edges. Access openings shall be provided for shock absorber, mounting bolts, etc. Heat shields shall be bolted to chassis frame and extend from back of cab to the frame cross member just behind the rear axle.

**1.02.05 RUNNING BOARDS WITH SPLASH GUARDS**

Running boards made of 0.125" bright aluminum diamond plate for a Ford F-550 regular cab shall be securely mounted on both sides of the chassis with OEM fasteners.

**1.02.09A MUD FLAPS**

Mud flaps with the North Star logo on them shall be installed behind each rear wheel.

**1.02.21 CHASSIS LIGHTING**

One flashing door open indicating light shall be installed on the headliner (Section 6.12X related).

**1.02.32 DRIVELINE GUARD**

A U-bolt driveline guard shall be installed.

**1.02.36 AUXILIARY COMPRESSOR**

A TM-21 auxiliary air conditioning compressor and bracket shall be added to the OEM engine (Section 5.17X related).

**1.02.60 CAB CONDUIT**

A 5.5" conduit shall be installed between the cab and module located behind the driver's seat. The driver's console harness shall be routed through the conduit.

### **1.03           MODULE-TO-CHASSIS MOUNTING SYSTEM**

#### **1.03.01       MODULE MOUNTING SYSTEM**

The module shall be bolted to the chassis frame in no fewer than twelve locations. Each mounting location shall include a hard rubber isolation pad between the chassis frame and the module lateral. The rearmost lateral(s) shall be connected to the frame extensions with 5/8" grade 8 bolts. All remaining laterals shall be connected with vertical 3/4" grade B7 eye bolts fastened to the frame rails with horizontal 3/4" grade 8 hex bolts. All bolts shall be secured with locking nuts.

Modules 176"L or longer shall have soft rubber washers added above the forward and rear laterals to accommodate chassis frame torsion.

## **2** **MODULAR CONSTRUCTION**

All material utilized shall be of the correct type, alloy, and thickness to withstand the intended usage and provide protection against cracking, corrosion, or metal fatigue. All materials utilized shall be of open stock origin, commonly available through local sources, for rapid and economical repair or modification of the body. Any use of proprietary parts or materials in the construction of the body is unacceptable, due to potential delays or difficulties in future repairs or service. NO EXCEPTIONS TO BE TAKEN IN THIS AREA. This specification has been designed and written to fill specific needs of this agency. Where brand name, make, or model of equipment has been specified, no exceptions shall be allowed. Where compartment and cabinet sizes have been specified, bidder must bid substantially (plus or minus 1") the size specified.

The module shall have a transferable lifetime structural warranty.

### **2.01**

#### **MATERIAL**

EXTRUSIONS	SIZE	ALLOY
Structural Tubing	1" x 2" x 0.125" sq	6063-T52
Structural Tubing	2" x 2" x 0.125" sq	6063-T52
Cross Members	3" x 3" x 0.375"	6061-T6
Cross Members	1.5" x 3" x 0.25"	6061-T6
FORMED SHEETING	SIZE	ALLOY
Skin/Roof/Compartments/Subfloors/Doors	0.125"	5052-H32
Interior Cabinets	0.090"	5052-H32
Diamond Plate	0.125"/0.08"	3003-H22
Stainless Steel	16 ga., 20 ga.	304 # 4B

### **2.02**

#### **MODULE DIMENSIONS**

Drop Skirt	6.00 "
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Overall Vehicle Dimensions (Specifications are listed as minimums.)

Length	27 '	4.7 "	328.70 "
Width (excluding mirrors)	8 '	4 "	100.00 "
Height (Approximate)	9 '	5.50 "	113.50 "

Note: Overall length different than shown due to chassis change. Dimensions approximate.

Exterior Module Dimensions (Specifications are listed as minimums.)

Length	15 '	11 "	191.00 "
Width	8 '	4 "	100.00 "
Height	7 '	4.375 "	88.38 "

Interior Dimensions (Specifications are listed as minimums.)

Length	Forward Wall to Rear Wall	184.00 "
Width	Left Wall to Right Wall	95.00 "
Aisle		24.00 "
Height	Floor to Ceiling	72.00 "

**2.03****STRUCTURAL FRAMING**

Side wall and rear wall construction shall consist of 2" x 2" x 0.125" aluminum square tubing extensions welded together with a maximum of 14" centers. 1" x 2" x 0.125" aluminum tubing may be utilized in addition to 2" x 2" tubing to accommodate custom compartment sizes. The bottom of the wall structure shall be sealed with a welded 2" x 2" tube, a 2" x 2" angle, or a 0.125" plate depending upon location. The wall structure shall be capped with a 2" x 4" x 0.125" header upon which a 2" x 2" x 0.125" roof structure is welded. This process provides a unitized roll cage structure for greater occupant safety. The front wall structure shall be constructed of formed aluminum channels to allow ample space for wiring raceways, heater hoses, and A/C hoses.

**2.04****FOUNDATION SYSTEM**

The foundation system shall consist of a 0.125" aluminum sheet subfloor with foundation members securely welded under the subfloor. Transverse members (laterals) shall consist of 3" x 3" x 0.375" structural angles. 0.25" x 1.5" aluminum stringers shall span longitudinally between the laterals.

**2.05****MODULE SEAMS**

All body and compartment seams at or below floor level shall be full-seam-welded. The entire perimeter of the subfloor shall be completely sealed with a caulking material, creating a watertight seam.

**2.06****EXTERIOR SKIN**

A Norton NORBOND closed-cell, polyurethane foam tape with high-performance acrylic adhesive shall be utilized full length on all front and rear wall and roof frame members. A polyurethane adhesive sealant shall be applied to the edges of framing members that are bonded with NORBOND tape. An advanced two-part methacrylate structural adhesive shall be used to bond all side wall tubes to the exterior skin and door frames.

The module shall be constructed utilizing full-size sheet construction to minimize body seams. There shall be no corner or mid-body seams.

**2.07****MODULE ROOF**

In order to improve module strength and minimize exposed seams, the roof shall be seamed transversely, shall have a 1.5" radius along the edges, and shall be welded to 2" x 4" wall header tubes 4.75" below the roof line. The roof shall be supported by positive contact between sidewall framing and roof framing. All seams on the roof surface shall be continuously welded and body-worked on the outside. In order to avoid the possibility of paint and/or weld cracking, no extrusions shall be used in the exterior construction of the roof or corners of the module.

Two contoured, 3/8" aluminum plates, painted to match the module, shall be welded to the roof structure and project through the center of the roof to serve as anchorage for personal fall arrest equipment. Each anchorage is designed and rated for a single person only.

## 2.08

### **MODULE EXTERIOR COMPARTMENTS**

All compartments shall be constructed from formed 0.125" aluminum, securely welded to the subfloor and structural framing. A baffled drain hole shall be provided in all exterior compartment bottoms that extend below the floor line. All exterior adjustable shelves shall be mounted on heavy-duty aluminum track, which is securely welded to compartment interiors. Each shelf shall support at least 300 lb. of equipment.

#### **COMPARTMENT #1**

**Interior Dimensions** – 15"W x 33"H x 33"D Upper, 22"D Lower

**Doorway Dimensions** – 15"W x 33"H

**Location** – Streetside, forward

**Shelving** – None

**Door(s)** – Single (rubber bumper shown in drawings shall not be installed)

**Light(s)** – One LED strip light (Section 6.26 related).

**Additional Instructions** –

1. This compartment shall provide access to storage area under the interior bench.

#### **COMPARTMENT #2**

**Interior Dimensions** – 15"W x 33"H x 33"D Upper, 22"D Lower

**Doorway Dimensions** – 15"W x 33"H

**Location** – Streetside, forward of the wheel well

**Shelving** – None

**Door(s)** – Single (rubber bumper shown in drawings shall not be installed)

**Light(s)** – One LED strip light (Section 6.26 related).

**Additional Instructions** –

2. This compartment shall provide access to storage area under the interior bench.

#### **COMPARTMENT #3 SHOWN IN DRAWINGS SHALL NOT BE INSTALLED.**

A black water tank shall be located in place of Compartment #3 for the toilet (Section 5.62X related). The tank shall have an RV type discharge outlet and shall empty straight down (not shown in drawings). An RV-type fresh water inlet with locking cap shall be installed for the fresh water tank under the Cell #4 bench.

#### **COMPARTMENT #4**

**Interior Dimensions** – 48"W x 33"H x 19"D

**Doorway Dimensions** – 48"W x 33"H

**Location** – Curbside, rear

**Shelving** – One adjustable

**Door(s)** – Double

**Light(s)** – One LED strip light (Section 6.26 related).

**Additional Instructions** – None

**COMPARTMENT #5**

**Interior Dimensions** – 15"W x 33"H x 33"D Upper, 22"D Lower

**Doorway Dimensions** – 15"W x 33"H

**Location** – Curbside, forward

**Shelving** – One adjustable

**Door(s)** – Single (rubber bumper shown in drawings shall not be installed)

**Light(s)** – One LED strip light (Section 6.26 related).

**Additional Instructions** –

1. This compartment shall provide access to storage area under the interior bench.

**2.09****DOORS**

The doors shall be box pan formed with a total thickness of 2".

**2.09.01****DOOR FRAME**

Each door frame shall have a flange for the installation of an air cell hollow core, 360-degree compression door seal. This seal creates watertight, dust-free compartment integrity. Door seal shall be knock-on type. Door frames shall be bonded to the adjacent tubes such that no exterior flange is required.

**2.09.02****DOOR HINGES**

Compartment and passage doors shall have full-length, piano-type, 2.5"W stainless steel hinges, positioned with 0.25" rivets at each end. The hinges shall be attached with #12 x 0.75" stainless steel truss head screws spaced 4" apart, sealed with Sikaflex. All curbside and streetside side-hinged single doors shall be hinged on the forward sides, and all rear single side-hinged doors shall be hinged on the outboard sides.

**2.09.03X****DOOR LATCHES**

All passage and compartment doors shall have exterior semi-flush, chrome-plated Eberhard E Grabber #21100 grab handles. All exterior doors shall have rotary latches and striker posts that meet FMVSS 206 requirements. Striker shall be adjustable and shall be secured with a nut from behind door frame. The striker washer shall not be removed. Guards shall be added to the forward side of the striker posts at the bottom of double passage door openings to reduce the risk of snagging clothing or leg chains when exiting. Stainless steel 0.1875" rods shall be used to activate dual rotary latches. Once final adjustments to latches are made, threads are to have Loctite or equivalent applied. All double door compartments shall have an exterior stainless steel paddle handle and rotary latches on each door. Doors shall latch to door frame mounted striker posts only and not to one another. All compartment and module access doors shall be keyed to a prisoner transport standard (J236).

Rear and curbside passage doors shall each have two Eberhard grab handles, one for the passage door and one for the inner ventilation door (Section 2.09.09X related).

**2.09.04****COMPARTMENT DOOR CONTROL**

A heavy-duty, double spring door control capable of holding the door open at approximately a 90-degree angle on any road surface shall be installed at the top of each compartment door. Rubber bumpers shown in drawings on Compartments #1, 2, and 5 shall not be installed.

**2.09.05****CURBSIDE DOOR CONTROL**

The curbside passage door shall have a grabber-type hold-open device with a replaceable rubber catch.

Inset ventilation door shall have a grabber style hold open with a replaceable rubber catch.

- 2.09.06 REAR PASSAGE DOOR CONTROL**  
Rear passage door shall have a grabber-type hold-open device with a replaceable rubber catch.  
Inset ventilation door shall have a grabber style hold open with a replaceable rubber catch.
- 2.09.07 COMPARTMENT DOOR SKINS**  
Each compartment door skin shall be made of 0.080" bright aluminum diamond plate, shall be removable, and have a latch service opening with a 2.25" x 4.5" black rubber plug for lubrication and service. Door skins shall be secured with #8 pan head screws and Sikaflex.
- 2.09.08B ENTRANCE DOORSKINS**  
Shall be 0.080" bright aluminum diamond plate and be removable to service door hardware. A diamond plate cover shall be installed over the latch access hole with security screws.
- 2.09.09X ENTRANCE DOORWAYS**  
One curbside and one rear module entrance door shall be provided. The curbside doorway dimensions shall be 36"W x 77.75"H. The rear doorway dimensions shall be 40"W x 69.75" H.  
To allow for natural ventilation while keeping inmates secured in the cells, the curbside and rear passage doors shall each have an integrated inset ventilation door installed. Opening a ventilation door shall expose a hex-punched, 0.125" aluminum screen that is fabricated as a permanent part of the exterior door. A deadbolt lock shall be provided on the outer door at the curbside and rear passage door locations.
- 2.09.10 THRESHOLDS**  
All compartment and module access door frames shall have full width formed stainless steel threshold plates to protect the lower edge of frame
- 2.10 MODULE INTERIOR CELLS**  
Shall be formed of 0.090" aluminum and shall be securely welded or mounted to the structural framing. Interior partitions shall be installed to provide divisions in the seating areas of the module to provide eight separate cells. A 20"W locking 0.125" formed aluminum perforated door with deadbolt shall be installed for each cell. Deadbolts shall be Schlage single cylinder, commercial grade.
- CELL #1**  
**Interior Dimensions** – 34.75"W x 72"H x 35.75"D  
**Doorway Dimensions**– 20"W x 69.5"H  
**Location** – Streetside, front  
**Seating** – One two-person bench seat  
**Door(s)** – One with security window and deadbolt  
**Additional Instructions** –  
1. Bench shall be full depth with seating for two persons (Section 5.33C related).  
3. The cell door shall have open perforated panels in the upper and lower portions. A clear polycarbonate panel shall be installed over the middle perforated portion.  
4. A Safety Vision infrared camera shall be installed in a recessed painted aluminum pocket in the ceiling, forward (Section 6.46X related).

**CELL #2**

**Interior Dimensions** – 34.75"W x 72"H x 35.75"D

**Doorway Dimensions**– 20"W x 69.5"H

**Location** – Streetside, forward

**Seating** – One two-person bench seat

**Door(s)** – One with security window and deadbolt

**Additional Instructions** –

1. Bench shall be full depth with seating for two persons (Section 5.33C related).
2. The cell door shall have open perforated panels in the upper and lower portions. A clear polycarbonate panel shall be installed over the middle perforated portion.
3. A Safety Vision infrared camera shall be installed in a recessed painted aluminum pocket in the ceiling, forward (Section 6.46X related).
4. An 18.75"W x 8"H fixed window with a 16-gauge hex punched stainless steel interior cover shall be installed on the exterior wall (Section 4.08X related).

**CELL #3**

**Interior Dimensions** – 34.75"W x 72"H x 35.75"D

**Doorway Dimensions**– 20"W x 69.5"H

**Location** – Streetside, middle

**Seating** – One two-person bench seat

**Door(s)** – One with security window and deadbolt

**Additional Instructions** –

1. Bench shall be full depth with seating for two persons (Section 5.33C related).
2. The cell door shall have open perforated panels in the upper and lower portions. A clear polycarbonate panel shall be installed over the middle perforated portion.
3. A Safety Vision infrared camera shall be installed in a recessed painted aluminum pocket in the ceiling, forward (Section 6.46X related).

**CELL #4**

**Interior Dimensions** – 34.75"W x 72"H x 35.75"D

**Doorway Dimensions**– 20"W x 69.5"H

**Location** – Streetside, aft

**Seating** – One two-person bench seat

**Door(s)** – One with security window and deadbolt

**Additional Instructions** –

1. Bench shall be full depth with seating for two persons (Section 5.33C related).
2. The cell door shall have open perforated panels in the upper and lower portions. A clear polycarbonate panel shall be installed over the middle perforated portion.
3. A Safety Vision infrared camera shall be installed in a recessed painted aluminum pocket in the ceiling, forward (Section 6.46X related).
4. An 18.75"W x 8"H fixed window with a 16-gauge hex punched stainless steel interior cover shall be installed on the exterior wall (Section 4.08X related).



**CELL #5 – Toilet****Interior Dimensions** – 43"W x 60"H x 31"D**Doorway Dimensions**– 20"W**Location** – Streetside, aft**Door(s)** – One half-height latching semi-privacy door, opening towards aisle**Additional Instructions** –

1. A forward-facing stainless steel toilet with push button flush shall be installed (Section 5.62X related, different than shown in drawings).
2. Walls and floor shall be lined with stainless steel panels.
3. A Kingsway Group #KG23 ligature-resistant two roll surface mounted toilet paper dispenser shall be installed on the streetside wall, adjacent to the toilet.
4. A partial-height, semi privacy wall shall be installed along the aisle (different than shown in drawings).
5. A Safety Vision camera shall be surface-mounted on the curbside wall across the aisle from the toilet, to view prisoners' upper torso/head when seated on the toilet. Exact location to be determined at preconstruction meeting (Section 6.46X related).

**CELL #6****Interior Dimensions** – 43"W x 60"H x 31"D**Doorway Dimensions**– 20"W x 59"H**Location** – Curbside aft**Seating** – One two-person bench seat**Door(s)** – One with security window and deadbolt**Additional Instructions** –

1. Bench shall be full depth with seating for two persons (Section 5.33C related).
2. The cell door shall have open perforated panels in the upper and lower portions. A clear polycarbonate panel shall be installed over the upper perforated portion.
3. A Safety Vision infrared camera shall be installed in a recessed painted aluminum pocket in the ceiling, forward (Section 6.46X related).

**CELL #7****Interior Dimensions** – 34.75"W x 72"H x 35.75"D**Doorway Dimensions**– 20"W x 69.5"H**Location** – Curbside aft**Seating** – One two-person bench seat**Door(s)** – One with security window and deadbolt**Additional Instructions** –

1. Bench shall be full depth with seating for two persons (Section 5.33C related).
2. The cell door shall have open perforated panels in the upper and lower portions. A clear polycarbonate panel shall be installed over the middle perforated portion.
3. A Safety Vision infrared camera shall be installed in a recessed painted aluminum pocket in the ceiling, forward (Section 6.46X related).
4. An 18.75"W x 8"H fixed window with a 16-gauge hex punched stainless steel interior cover shall be installed on the exterior wall (Section 4.08X related).

**CELL #8**

**Interior Dimensions** – 34.75"W x 72"H x 35.75"D

**Doorway Dimensions**– 20"W x 69.5"H

**Location** – Curbside middle

**Seating** – One two-person bench seat

**Door(s)** – One with security window and deadbolt

**Additional Instructions** –

1. Bench shall be full depth with seating for two persons (Section 5.33C related).
2. The cell door shall have open perforated panels in the upper and lower portions. A clear polycarbonate panel shall be installed over the middle perforated portion.
3. A Safety Vision infrared camera shall be installed in a recessed painted aluminum pocket in the ceiling, forward (Section 6.46X related).

**CELL #9**

**Interior Dimensions** – 36.5"W x 72"H x 35.75"D

**Doorway Dimensions**– 20"W x 69.5"H

**Location** – Curbside, front

**Seating** – One two-person bench seat

**Door(s)** – One with security window and deadbolt

**Additional Instructions** –

1. Bench shall be full depth with seating for two persons (Section 5.33C related).
2. The cell door shall have open perforated panels in the upper and lower portions. A clear polycarbonate panel shall be installed over the middle perforated portion.
3. A Safety Vision infrared camera shall be installed in a recessed painted aluminum pocket in the ceiling, forward (Section 6.46X related).
4. An 18.75"W x 8"H fixed window with a 16-gauge hex punched stainless steel interior cover shall be installed on the exterior wall (Section 4.08X related).

**2.11****SIDE DOORSTEP**

A recessed curbside double doorstep shall be provided which is 19"D x 36"W. Aluminum diamond plate shall be installed on the sides and floor of doorstep.

### **3**

## **COATINGS AND FINISHES**

### **3.01 MODULE FINISH PREPARATION**

The module shall be seam sealed and all imperfections on aluminum surfaces of module shall be sanded smooth. The entire exterior shall be mechanically etched and washed with wax-and-grease-remover to ensure proper primer/sealant adhesion.

### **3.02 MODULE PRIMER**

Module shall be sealed with a two-component, low VOC, direct-to-metal epoxy primer/sealant prior to applying the finish coat of acrylic urethane paint.

### **3.03 PAINT TYPE**

Shall be Sherwin Williams acrylic urethane.

### **3.04 COLOR SCHEME**

Base color: To match Ford Oxford White (GLV-100199832)

### **3.06 COMPARTMENT FINISH**

All compartments, shelves, and trays shall be sanded, etched, washed, primed, and coated with textured gray polyurea thermoplastic elastomer finish.

### **3.07 INTERIOR CELL FINISH**

All interior cell areas shall be sanded, etched, washed, primed, and coated with textured gray polyurea thermoplastic elastomer finish.

### **3.09B MODULE FLOORING MATERIAL**

An insulated floor shall be installed over the 0.125" aluminum subfloor and shall be comprised of 0.75" thick polyiso insulation between 0.75" x 0.75" x 0.063" square tubing, covered with a 0.125" polished aluminum diamond plate (Section 2.04 related).

### **3.10 COMPARTMENT LINING**

Compartment floors shall be lined with light gray Matéflex floor tile and all shelves with mat.

### **3.12 SURFACES AND FINISHES**

All surfaces and finishes shall be impervious to soap, disinfectants, and water, to permit washing and sanitizing.

**4.01A****STEP/BUMPER**

The rear bumper shall be a welded construction of 3" x 3" x 0.375" aluminum angle and 1.5" x 0.25" flat bar and shall be covered by 0.125" bright aluminum diamond plate. The center section, below the doors, shall have a hex-punched open flow design to prevent accumulation of water and snow and provide a 10" step. Both outermost ends shall be angled to prevent dragging of corners in high angle of departure areas. Diamond plate shall be formed on front and rear edges for channel-type strength, and a formed 0.090" aluminum closeout shall be welded to the underside of the bumper. The bumper shall be bolted directly to the chassis frame using high strength Grade 5 bolts. Bumper shall be easily removable and replaceable in case of damage.

An aluminum diamond plate hinged step shall be installed to fold up and over the bumper when not in use.

**4.02****RUB RAILS**

Bright finished extruded aluminum rub rails of a double channel design shall be installed along the lower street side and curbside edges of the module. Rub rails shall be 2.5"H x 0.75"W x 0.125"D, with a 0.5"H red/white conspicuity reflective tape installed in the insert area.

**4.03****FENDER RINGS**

Bright polished aluminum fender rings with a rounded outer edge shall be installed on the module, following the full contour of the wheel well opening.

**4.04****DRIP RAIL**

Extruded, anodized aluminum drip rails shall be installed the full length of the module front, rear, and sides near the roof. Drip rails shall be installed with bonding tape and mechanical fasteners on each end that shall withstand exposure to the elements. They shall be finished with 45-degree angled ends to avoid hooking materials which brush against the vehicle causing damage.

**4.05****ROCK GUARDS**

Bright aluminum diamond plate rock guards shall cover the front module corners, 24" up from bottom of module, 2.5" wrapped around the sides of module, and 15" across the front of the module.

**4.06****REAR KICK PANEL**

A bright aluminum diamond plate rear kick panel shall extend from the bottom edge of the module up to the bottom of the rear doors, full-width formed and wrapped 2.5" around the sides of the module.

**4.07****FUEL FILL**

A polished cast aluminum fill well shall be installed on the streetside of the module and be properly vented. Fill and vent hoses shall be installed and protected in accordance with the chassis bodybuilder recommendations.

A DEF fill shall be provided between the cab and module, streetside.

**4.08X****EXTERIOR WINDOWS**

All module windows shall have black anodized aluminum frames, rubber gaskets, be dark-tinted and be attached with screws for ease of replacement. The streetside, curbside, side door, and the rear door windows shall be 18.75" x 8".

There shall be two windows on the streetside, two windows on the curbside and one in each of the passage doors.

The four module windows shall have 16-gauge hex punched stainless steel covers riveted in place over the inside surface. The passage doors shall each have a hex-punched panel on the interior doorskin.

**4.17B****ELECTRIC STEP**

One electric step shall be provided and mounted under the curbside door. It shall be a Zico Quic-Step VS-24-11 retractable vehicle step with a 10.5" drop. Step shall be wired to open and close with the side door.

**4.21X****EXTERIOR GRAB BARS**

Two 41"L chrome steel grab bars shall be installed, one each by the curbside and rear passage doors.

**4.33****AUTOMOTIVE UNDERCOATING**

The chassis and module underbodies (excluding the area above the fuel tank, driveline, and exhaust lines, per manufacturer's specifications) shall be sprayed with undercoating for reduced corrosion and added sound deadening.

## **5                      MODULE INTERIOR**

### **5.01                      UPPER WALL COVERING**

All interior walls shall be constructed of 0.125" aluminum which is sanded, etched, washed, primed, and coated with textured gray polyurea thermoplastic elastomer.

### **5.02                      HEADLINER**

The headliner shall be constructed of 0.125" aluminum which is sanded, etched, washed, primed, and coated with textured gray polyurea thermoplastic elastomer.

### **5.16                      INSULATION**

The module side, ends, roof, doors, and floor shall be insulated to enhance the interior environment and to restrict heat, cold, and external noise from entering the module. The insulation shall be a non-settling foam plank material of 1.5", or 0.75" thickness depending upon location and available space.

Roof, doors, wall, and floor insulation shall be polyisocyanurate.

A 1" wide, 45-mil, closed cell polyethylene foam tape shall be used as a thermal break on the inside surface of the wall tubes.

### **5.17X                    MODULE CLIMATE CONTROL SYSTEM**

Two combination heating/air conditioning units, each with 36,000 BTU/hr. heating and 32,000 BTU/hr. cooling each capacity shall be provided. The units shall have a fan and controls independent of the cab system.

The module system shall be controlled by a digital thermostat installed on the driver's console which displays temperature inside the module.

A TM-21 auxiliary air conditioning compressor and bracket shall be added to the OEM engine and an 83K dual fan condenser unit shall be mounted on the module roof.

To increase air flow, fans shall be located in the HVAC ducting as necessary. A 12VDC water pump shall be installed to increase the heating capacity and efficiency of the system.

### **5.33C                   INTERIOR SEATING**

Bench seats shall be formed from 0.125" aluminum. Bench seats shall be formed from 0.125" aluminum. A 0.375" backer plate shall be installed behind the bench back for future use of bolting down tethers or two-point seatbelts.

### **5.62X                   TOILET**

A Microphor #LF-320 12VDC stainless steel toilet with push button flush shall be installed in the lavatory, Cell #5. The floor of the lavatory shall be stainless steel and extend up the walls three feet. A Kingsway Group #KG23 ligature-resistant twin roll surface mounted toilet paper dispenser shall be installed on the streetside wall, adjacent to the toilet. A fresh water tank shall be installed under Cell #4 bench, with locking fresh water inlet port on the exterior (not shown in drawings). A black water tank shall be installed below the lavatory floor, with an exterior RV-style waste outlet connection. Capacities of fresh and black water tanks to be determined, pending updated drawings.

**6****ELECTRICAL**

All added body and chassis electrical equipment shall be served by circuits separate and distinct from the vehicle chassis circuits. All vehicle wiring shall be copper and conform to all SAE J1128 requirements. The wiring shall be colored, numbered, or function coded every 3" for permanent identification and correspond with the vehicle schematics. Solderless, insulated connectors shall be used. Slotted Panduit-style wiring duct shall be used in electrical component module to ensure air circulation throughout power component wiring. The wiring shall be routed in conduit or looms and wiring shall be secured to the underbody or frame with insulated metal cable straps. All power distribution cabling shall be covered with a protective split loom. Where wiring passes over the exhaust, a heat shield shall be installed. The electrical component module shall be equipped with positive locking plugs to provide easy disconnect for remount or repair of body. All wiring devices, switches, outlets, etc., except circuit breakers, shall be rated to carry 125% of the maximum ampere load for which the circuit is protected.

The vehicle electrical system shall be tested and certified to AMD 005 requirements.

**6.01 ELECTRICAL LOAD DEVICES**

Body electrical wiring shall utilize overload protective devices of the automotive-type circuit breaker. In addition, one single pole, 20 amp circuit breaker shall be provided for future use. The circuit breakers, relays, and other electrical items shall be located in included as part of the enclosed electrical component module

**6.04 IGNITION CONTROL**

Chassis electrical circuits shall be controlled by the ignition switch as provided by the OEM chassis manufacturer. The auxiliary chassis-related functions shall be powered by one 100-amp continuous duty solenoid, triggered by the chassis ignition.

**6.05X MODULE POWER**

Module power shall be controlled by a driver's console-mounted switch labeled "MODULE DISC." which activates a CDR-400 solenoid (Section 6.09X related). An ignition interlock shall disconnect module power **30** minutes after the vehicle's ignition is turned off. The interlock shall also allow module power to be reactivated independently for **30** minutes by cycling the module disconnect switch.

**6.06 WIRING ACCESS**

All cabinets and compartments shall have removable panels as needed to access wiring harnesses and hoses.

**6.07A BACK-UP ALARM**

A back-up alarm with a sound output level of 97 dB shall be installed.

**6.08 SERVICE LOOP**

A 6" service loop of wire or harness shall be provided at all electrical components, terminals, and connection points.

## 6.09X

### CUSTOM DRIVER' S CONSOLE/WEAPONS STORAGE

A custom map box/driver' s console made of black-powder-coated formed aluminum shall be installed between the driver's and passenger's seats. An aft-hinged painted aluminum door with deadbolt lock shall be installed in the aft section of the console. The driver' s console shall have two cup holders. Cupholders and gun storage compartment to be at or below the height of the seat base to provide clearance for officer gun belts.

Two Havis Shield adjustable arm rests, model #C-ARM-102, shall be provided and installed on console alongside the cup holder area.

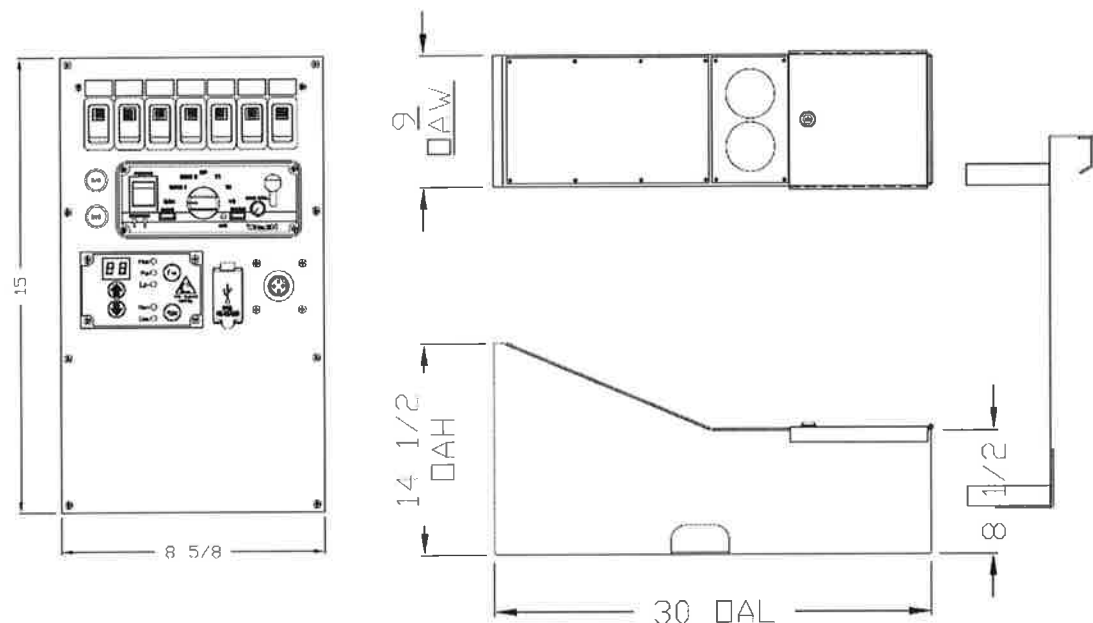
The switch layout shall be as follows:

1.	2.	3.	4.	5.	6.	7.
Module Disc.	Flasher	Dome (Hi/Lo/Off)	Center Dome	Left Scene	Rear Scene	Right Scene

Door Open Lights	Siren
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Digital Thermostat	USB	Jensen PA
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### CONSOLE PROPOSAL DRAWING:



### ADDITIONAL ITEMS:

- A 15" touchscreen security system monitor with stand shall be installed on the right side of the console, facing the passenger (Section 6.46X related).
- A map light shall be installed (Section 6.11A related).



**6.10 SWITCHES**

Switches installed in the driver's console shall be rocker-type and permanently marked by function (Section 6.09X related).

**6.11A MAP LIGHT**

A map light with a 7" flexible neck shall be mounted on the right hand side of the console (Section 6.09X related).

**6.12X DOOR AJAR WARNING LIGHT**

A flashing LED light with a red lens shall warn the driver of an open module passage door, and a flashing LED light with an amber lens shall warn the driver of an open module compartment door. The lights shall flash and buzzer shall sound only if the vehicle is out of park. The lights shall be installed on the driver's console (Section 6.09X related).

A Whelen #3SR00FRR Red Lens Red LED flasher shall be installed overhead in the cab to warn the driver of an open module passage or compartment door when the vehicle is out of park (Section 1.02.21 related).

**6.16X MODULE INTERIOR LIGHTING**

Shall be designed to keep vehicle height to a minimum without interfering with the structural integrity of the roof. Module interior lighting shall consist of fourteen LED Intertek ZY-757W-LEDG2 single intensity recessed lights – one for each isolation cell, three evenly spaced in the aisle way and one above the entrance of the curbside passage door. The isolation lights shall activate with a switch in the console and the aisle lights, including above the passage door, shall activate with the passage doors or a switch in the console. The lights shall be attached with aluminum rivets.

Cell dome lights shall be controlled by "DOME" switch on driver's console; center aisle dome lights by "CENTER DOME" switch on driver's console (Section 6.09X related).

**6.17 BASIC EXTERIOR LIGHTING**

Basic lighting shall include headlights, parking lights, directional signal lights, tail and stop lights, license plate light, back-up lights, hazard lights, identification lights, clearance lights, and side marker lights as required by FMVSS 108.

Module identification lights, clearance lights, and side marker lights, unless included on a lightbar, shall be Truck-Lite LED Model 36.

Rear and side reflex reflectors shall be installed in accordance with FMVSS 108 requirements.

Rear stop/tail, turn and back-up lights shall be Truck-Lite Model 45 series LED lights, stacked vertically on the rear of the module, outboard above the rear kick panel, pattern from top to bottom: red stop/tail light, amber turn light, and clear back-up light.

Two Whelen #WIONSMCA light heads with chrome flanges shall be installed above streetside and curbside fenders and be tied to the turn signals.

**6.18A COMMUNICATIONS EQUIPMENT**

The customer shall be responsible for powering up and tuning of any radio equipment.

**Item #1**

**Description:** Prewire, including 10 ga. power and 10 ga. ground, for future installation of *customer-supplied-and-installed* equipment.

**Location:** From electrical panel to driver's console

**Additional Instructions:** Prewiring to be capped and labeled at both locations. Wiring shall be installed at the power component module behind the Panduit cover.

**6.19 ANTENNA MOUNTS AND CABLES**

Two NMO universal antenna mounts with KHFUD/RG58UD cables, Larsen HyPermaster universal connectors and mini-UHF adapters shall be installed on the module roof. Antenna base access shall be through the dome light openings, and the cables shall terminate in in the driver's console (Section 6.09X related).

**6.22 BATTERY GROUNDS**

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

**6.26 COMPARTMENT LIGHTING**

An LED strip light shall be installed in all outside compartments and shall be activated by a door switch.

**6.27 EXTERIOR DOOR SWITCHES**

Shall be 1/2" mechanical door switches.

## **6.30 EMERGENCY WARNING SYSTEMS**

### **6.30.03 FLASHERS**

Four Whelen 700 Series Super-LED flashers shall be installed, two each on the streetside and curbside of the module in the upper corners (not shown in drawings):

- One #70R02FCR Clear Lens Red flasher streetside forward
- One #70B02FCR Clear Lens Blue flasher streetside aft
- One #70R02FCR Clear Lens Red flasher curbside aft
- One #70B02FCR Clear Lens Blue curbside forward

Two Whelen WIONSMCA Clear lens Amber Super LED flashers with chrome housing shall be mounted on the rear of the module at window height.

One #WIONSMCB Clear Lens Blue flasher shall be mounted in the front of module curbside below drip rail.

One #WIONSMCR Clear Lens Red flasher shall be mounted on the front of the module, streetside below drip rail.

Lights shall be controlled by the "FLASHER" switch on driver's console (Section 6.09X related).

### **6.30.04 SCENE LIGHTS**

Three Whelen #70C0ELZR LED scene lights with chrome flanges shall be installed (different than shown in drawings): one curbside of the rear passage door below the drip rail, one above the curbside passage door, and one at midpoint on the streetside of the module (not shown in drawings).

The scenelights shall be activated by the respective switch on the driver's console (Section 6.09X related), any open cell door, or when the vehicle is placed in reverse.

### **6.30.06 INTERSECTION LIGHTS**

Two Whelen ION DUO #I2CSMJ Clear Lens Red/Blue alternating LED flashers with chrome housings shall be installed, one on each fender.

Lights shall be controlled by the "FLASHER" switch on the driver's console (Section 6.09X related).

### **6.30.08 GRILLE LIGHTS**

Four Whelen WION Series LED flashers with chrome housings shall be installed on the OEM grille. Two #WIONSMCR Clear Lens Red flashers shall be installed above (streetside light to be steady red), and two #WIONSMCB Clear Lens Blue flashers shall be installed below. All lights to be controlled by the "FLASHER" switch on the driver's console (Section 6.09X related).

### **6.30.09 SIREN**

Shall be a Whelen 295SLSA1, 200 watt. Standard features shall include Radio Rebroadcast, Public A Whelen 295SLSA1, 200 watt siren shall be installed in the driver's console (Section 6.09X related). Standard features shall include Radio Rebroadcast, Public Address, Manual, Wail, Yelp, Air horn, and Piercer tones. The siren's hands free function shall operate through the OEM horn ring circuit when the sirens rotary selector is in the HF position and the "FLASHER" switch is on.

**6.30.10****SIREN SPEAKERS**

A Cast Products Thru-the-Bumper mount system with two 100-watt cast aluminum speakers shall be installed in the OEM chassis bumper (different than shown in drawings).

**6.38****MODULE SPEAKERS**

Two module speakers with light gray, powder-coated, punched steel covers shall be installed in the headliner in the center aisle, on above the center aisle, forward, and one above the center aisle, rear, and be connected for use with the cab radio, with a volume control in the Jensen PA controller on the driver's console (Section 6.09X related).

**6.46X****AUDIO/VIDEO/RECORDING EQUIPMENT****Item #1**

**Description:** A Rostra back-up/blind spot camera, two #250-8160-BSC mirror-mounted blind spot cameras, and a Rostra multi-camera interface module shall be installed.

**Location:** Back-up camera above the rear doors, two blind-spot cameras below OEM side-view mirrors

**Additional Instructions:** The back-up camera shall automatically display on the OEM Sync 3 8" in-dash touchscreen display when the vehicle is placed in reverse, and the respective blind spot camera shall automatically display on the monitor when the left or right turn signal is activated.

**Item #2**

**Description:** A Safety Vision audio/video security system shall be installed, including the following components:

- Ten #INT-IP 2.8mm infrared recessed cameras
- One #41-GPS 41 Series GPS antenna
- One #4116-NVR-UPS uninterruptible power supply
- One #41-PANIC-KIT panic button
- One 15" tablet with built-in PC with mount
- Two terabyte recording drive

**Locations:**

Cameras:

- One camera each in Cells #1-8, total of 8
- One camera on the curbside wall opposite lavatory, positioned to view upper torso/head of prisoner sitting on the toilet
- One camera centered on front wall, looking aft down the aisle
- GPS antenna on module roof
- UPS and recording drive, location TBD at the preconstruction meeting
- Tablet with mount on the driver's side of the console, facing the passenger

**Additional Instructions:** None

## **7 SUPPORTING DOCUMENTATION**

### **7.01 OWNERS MANUAL**

Shall be provided with vehicle and consists of the following items:

1. Braun Northwest Contact Information
2. Table of Contents
3. Manufacturers' Labels
4. Electrical Load Test/Payload/Paint Stickers
5. Braun Northwest Warranties
  - Lifetime module warranty
  - Seven-year/75,000-mile limited electrical warranty
  - Two-year/30,000-mile conversion warranty
  - Five-year paint warranty
  - Chemical De-Icer Statement
6. Service and Operations manual
7. Electrical
  - Wire charts and plug pinouts
  - Harness layout
  - Schematics
8. Parts list
9. Paint information
10. Products and Information
11. Second OEM chassis key

## **8 MISCELLANEOUS EQUIPMENT**

### **8.01 LOOSE EQUIPMENT**

The following equipment shall be shipped loose with the vehicle:

1. Touch up paint, one bottle each:
  - To match Ford Oxford White (GLV-100199832)
  - Light Gray GLV-51748
2. One three piece bi-directional emergency reflective triangle set
3. Spare tire and wheel

\* \* \* \* \*

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Braun Northwest, Inc. - Public Services - -

## GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Braun Northwest, Inc., hereinafter referred to as the Contractor, having its principal place of business at 150 North Star Drive, Chehalis, WA 98532.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

### **ARTICLE 2: APPLICABLE LAWS**

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

### **ARTICLE 3: INDEPENDENT CONTRACTOR**

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

### **ARTICLE 4: WHOLE AGREEMENT**

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

### **ARTICLE 5: SCOPE OF SERVICES**

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

#### **ARTICLE 6: PERFORMANCE PERIOD**

This Agreement shall be performed during the period which begins Oct 01 2020 and ends Sep 30 2022. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

#### **ARTICLE 7: PAYMENT OR FUNDING**

Payment provisions under this Agreement are outlined in the Special Provisions.

#### **ARTICLE 8: REPORTING REQUIREMENTS**

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

#### **ARTICLE 9: INSURANCE**

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

#### **ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

#### **ARTICLE 11: AUDIT**

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

#### **ARTICLE 12: EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

#### **ARTICLE 13: RETENTION OF RECORDS**

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

#### **ARTICLE 14: CHANGES AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

#### **ARTICLE 15: TERMINATION PROCEDURES**

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*  
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

- B. *Default*



H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

#### **ARTICLE 16: SEVERABILITY**

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

#### **ARTICLE 17: FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

#### **ARTICLE 18: CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

#### **ARTICLE 19: FEDERAL COMPLIANCE**

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the 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 (P.L. 94-163).

#### **ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

#### **ARTICLE 21: INDEMNIFICATION AND RECOVERY**

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

#### **ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

**ARTICLE 23: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

**ARTICLE 24: JOINT WORK PRODUCT**

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

**ARTICLE 25: DISPUTES**

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

**ARTICLE 26: CHOICE OF LAW: VENUE**

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

**ARTICLE 27: ORDER OF PRIORITY**

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

**SIGNATURES:**

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

**Braun Northwest, Inc.**


Signature   
6F595FD86388485...

Name Tami McCallum

Title VP of Sales

Date 10/20/2020

**H-GAC**

DocuSigned by:  
Signature   
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 10/21/2020

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Braun Northwest, Inc. - Public Services -

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## SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

### **ARTICLE 1: BIDS/PROPOSALS INCORPORATED**

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

### **ARTICLE 2: END USER AGREEMENTS ("EUA")**

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

### **ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE**

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

**EXCEPTION:** *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

#### **ARTICLE 4: PARTY LIABILITY**

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

#### **ARTICLE 5: GOVERNING LAW & VENUE**

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

#### **ARTICLE 6: SALES AND ORDER PROCESSING CHARGE**

**Contractor** shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an **END USER** order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent **END USER** acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an **END USER**'s payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

#### **ARTICLE 7: LIQUIDATED DAMAGES**

Contractor and H-GAC agree that Contractor shall cooperate with the **END USER** at the time an **END USER** purchase order is placed, to determine terms for any liquidated damages.

#### **ARTICLE 8: INSURANCE**

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

**Product liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

**Property Damage or Destruction** insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

#### **ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

**H-GAC's** contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

#### **ARTICLE 10: CHANGE OF STATUS**

**Contractor** shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise **H-GAC** if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

#### **ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING**

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.



<b>Attachment A</b> <b>Braun Northwest Inc</b> <b>Ambulances, EMS &amp; Other Special Service Vehicles</b> <b>Contract No.: AM10-20</b>		
<b>C. Braun Northwest</b>		
<b>**These units can only be sold outside Texas**</b>		
<b>A. Ambulance</b>		
<b>AM20CA01</b>	North Star - Type 1 - Ford F350 4x4 - Diesel Engine - 147"L x 94"W x 72" HR	\$ 164,754.00
<b>AM20CA02</b>	North Star - Type 1 - Ford F350 4x4 - Diesel Engine - 155"L x 94"W x 72" HR	\$ 179,514.00
<b>AM20CA03</b>	North Star - Type 1 - Ram 3500 4x4 - Diesel Engine - 147"L x 94"W x 72" HR	\$ 163,737.00
<b>AM20CA04</b>	North Star - Type 1 - GMC K3500 4x4 - Diesel Engine - 147"L x 94"W x 72" HR	\$ 167,646.00
<b>AM20CA05</b>	North Star - Type 1 - Chevrolet 4500 4x4 - Diesel Engine - 167"L x 94"W x 72" HR	\$ 186,451.00
<b>AM20CA06</b>	North Star - Type 1 - Ford F450 4x4 - Diesel Engine - 147"L x 94"W x 72" HR	\$ 179,546.00
<b>AM20CA07</b>	North Star - Type 1 - Ford F450 4x4 - Diesel Engine - 167"L x 94"W x 72" HR	\$ 182,158.00
<b>AM20CA08</b>	North Star - Type 1 - Ram 4500 4x4 - Diesel Engine - 167"L x 94"W x 72" HR	\$ 180,907.00
<b>AM20CA09</b>	North Star - Type 1 - Medium Duty - Ford F650 4x2 - Diesel Engine - 167"L x 96"W x 72" HR	\$ 204,643.00
<b>AM20CA10</b>	North Star - Type 1 Medium Duty - International - Diesel Engine - 167"L x 96"W x 72" HR	\$ 212,673.00
<b>AM20CA11</b>	North Star - Type 1 Medium Duty - Freightliner - Diesel Engine - 167"L x 96"W x 72" HR	\$ 205,688.00
<b>AM20CA12</b>	North Star - Type 2 - MB Sprinter Van	\$ 114,722.00
<b>AM20CA13</b>	North Star - Type 2 - Ram Promaster Van	\$ 114,661.00
<b>AM20CA14</b>	North Star - Type 2 - Ford Transit AWD	\$ 122,841.00
<b>AM20CA15</b>	North Star - Type 3 - Ford E350 - Gas Engine - 147"L x 94"W x 72" HR	\$ 149,530.00
<b>AM20CA16</b>	North Star - Type 3 - GMC G3500 - Gas Engine - 147"L x 94"W x 72" HR	\$ 150,408.00
<b>AM20CA17</b>	North Star - Type 3 - Ford E450 - Gas Engine - 167"L x 94"W x 72" HR	\$ 153,945.00
<b>AM20CA18</b>	North Star - Type 3 - GMC G4500 - Gas Engine - 167"L x 94"W x 72" HR	\$ 154,792.00
<b>B. Light/Medium Rescue Vehicle</b>		
<b>AM20CB01</b>	North Star - Fire Rescue - Ford F550 4x4 Crew Cab - Diesel Engine - 116"L x 94"W	\$ 149,949.00
<b>AM20CB02</b>	North Star - Fire Rescue - Ford F550 4x4 Regular Cab - Diesel Engine - 116"L x 94"W	\$ 145,337.00
<b>AM20CB03</b>	North Star - Fire Rescue - Ram 5500 4x4 Crew Cab - Diesel Engine - 116"L x 94"W	\$ 145,274.00
<b>AM20CB04</b>	North Star - Fire Rescue - Ram 5500 4x4 Regular Cab - Diesel Engine - 116"L x 94"W	\$ 142,630.00
<b>AM20CB05</b>	North Star - Fire Rescue - Ford F550 4x4 Crew Cab - Diesel Engine - 147"L x 94"W	\$ 153,989.00

AM20CB06	North Star - Fire Rescue - Ford F550 4x4 Regular Cab - Diesel Engine - 147"L x 94"W	\$ 149,381.00
AM20CB07	North Star - Fire Rescue - Ram 5500 4x4 Crew Cab - Diesel Engine - 147"L x 94"W	\$ 149,335.00
AM20CB08	North Star - Fire Rescue - Ram 5500 4x4 Regular Cab - Diesel Engine - 147"L x 94"W	\$ 148,638.00
AM20CB09	North Star - Fire Rescue - Ford F550 4x4 Regular Cab - Diesel Engine - 167"L x 94"W	\$ 153,467.00
AM20CB10	North Star - Fire Rescue - Ram 5500 4x4 Regular Cab - Diesel Engine - 167"L x 94"W	\$ 151,062.00
AM20CB11	North Star - Fire Rescue - Ford F550 4x4 Regular Cab - Diesel Engine - 192"L x 94"W	\$ 160,438.00
AM20CB12	North Star - Fire Rescue - Ram 5500 4x4 Regular Cab - Diesel Engine - 192"L x 94"W	\$ 157,798.00
<b>C. Other Specialty Vehicle or Equipment</b>		
AM20CC01	North Star - Prisoner Transport - Ford E350 - Gas Engine - 143"L x 94"W x 57"HR	\$ 100,893.00
AM20CC02	North Star - Prisoner Transport - Ford F350 4x4 - Diesel Engine - 143"L x 94"W x 57"HR	\$ 119,345.00
AM20CC03	North Star - Prisoner Transport - Ford F450 4x2 Regular Cab - Diesel Engine - 191"L x 94"W x 73"HR	\$ 154,221.00
AM20CC04	North Star - Prisoner Transport - Ford F550 4x2 - Regular Cab - Diesel Engine - 197"L x 94"W x 73" HR	\$ 161,136.00
AM20CC05	North Star - Prisoner Transport - Freightliner 4x2 - Regular Cab - Diesel Engine - 197"L x 94" W x 73"HR	\$ 194,293.00
AM20CC06	North Star - Prisoner Transport - Ford F650 4x2 - Super Cab - Diesel Engine - 197"L x 94" W x 73"HR	\$ 186,709.00
AM20CC07	North Star - Prisoner Transport - Ram 4500 4x2 Regular Cab - 197"L x 94"W x 73"HR	\$ 163,996.00
AM20CC08	North Star - EOD Command - Ford F550 4x4 - Regular Cab - Diesel Engine - 191"L x 94" W x 80" HR	\$ 199,358.00
AM20CC09	North Star - EOD Command - International MV607 4x2 Crew Cab - Diesel Engine - 222"L x 100"W x 84"HR	\$ 176,317.00
AM20CC10	North Star - SWAT Command - Ford F550 4x4 - Regular Cab - Diesel Engine - 192"L x 94" W x 80" HR	\$ 163,988.00
AM20CC11	North Star - Hazardous Materials Command - Ford F550 4x4 - Regular Cab - Diesel Engine - 189"L x 94" W x 72" HR	\$ 200,223.00
AM20CC12	North Star - Crime Scene Command - Ford F350 4x4 - Diesel Engine - 147"L x 94"W x 72"HR	\$ 170,399.00
AM20CC13	North Star - Mobile Command - Ford F650 4x2 - Diesel Engine - 196"L x 94"W x 76"HR	\$ 206,618.00
AM20CC14	North Star - Wildland Crew Body - 198"L x 98"W x 78" HR	\$ 177,798.00
<b>E. Remounts (See Section B, p. 8 Items for specifics regarding "Remount" pricing)</b>		
AM20CE01	North Star - Remount of Northstar Module	\$ 42,450.00
AM20CE02	North Star - Remount of Northstar Module - Ford F350 4x4	\$ 85,444.00
AM20CE03	North Star - Remount of Northstar Module - Ford F450 4x4	\$ 100,350.00
AM20CE04	North Star - Remount of Northstar Module - Ford E350	\$ 70,545.00
AM20CE05	North Star - Remount of Northstar Module - Ford E450	\$ 72,510.00
AM20CE06	North Star - Remount of Northstar Module - GMC G3500	\$ 71,323.00
AM20CE07	North Star - Remount of Northstar Module - GMC G4500	\$ 72,657.00
AM20CE08	North Star - Remount of Northstar Module - Chevrolet 4500 4x4	\$ 104,965.00
AM20CE09	North Star - Remount of Northstar Module - Ram 3500 4x4	\$ 84,377.00
AM20CE10	North Star - Remount of Northstar Module - Ram 4500 4x4	\$ 98,777.00

AM20CE11	North Star - Remount of Northstar Module - International	\$ 127,018.00
AM20CE12	North Star - Remount of Northstar Module - Freightliner	\$ 120,803.00
AM20CE13	North Star - Remount of Northstar Module - Ford F650 4x2	\$ 107,708.00

<b>FORM H - MARKETING PLAN</b>	<b>Invitation No.: AM10-20</b>
<b>Offeror Name:</b>	BRAUN NORTHWEST INC.
Bidder shall provide a written narrative explaining in some detail activities that will be undertaken to actively market and promote an H-GAC contract to local government and non-profit End Users.	
<p>Braun Northwest has been a part of HGAC since 2010. Since our partnering, we have been very successful in the selling of the program. We have information available on our website, marketing material and brochures. We also have trained all of our staff about the benefits and advantages of the programs use to our customers and our organization. Our salesmen attend over 50 tradeshow a year and speak about HGAC with all customers when asked about purchasing options. All of our literature to include our calendars, sales flyers and brochures include the HGAC buy logo. Our annual sales meeting, and our onboarding program includes "How to" classes on the use of HGAC as well as a review of our product listings.</p>	