

GOODS AND SERVICES AGREEMENT

THIS GOODS AND SERVICES AGREEMENT ("Agreement") is made as of this _day of _, 2022 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and LifeLine Mobile, Inc ("Contractor") (individually, "Party," collectively, "Parties").

W I T N E S S E T H:

WHEREAS, the County requested proposals pursuant to 21-0594-P(DG) Mobile Medical Unit; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. "County Confidential Information" means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law and any other information designated in writing by the County as County Confidential Information.

C. "Contractor Confidential Information" means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. The execution of this Agreement is subject to and expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

3. **Services.**

A. **Services.** Contractor will design, build and deliver a mobile medical vehicle meeting the specifications outline in Exhibit A, Statement of Work. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Human Services Manager or County designee.

C. **Additional Services.** From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. **De-scoping of Services.** The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. **Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. **Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. **Term of Performance.** The term of this Agreement shall commence on the Effective Date and shall remain in full force through delivery and final acceptance by the County or until termination of the Agreement, whichever occurs first. The Contractor will deliver the goods, in the ordered quantities set out in Exhibit C, on or before December 30, 2023. There shall be no extension of the delivery date unless mutually agreed upon by written amendment to this Agreement.

5. Orders. Within the term of this Agreement, County may place one or more orders for goods and services at the prices listed on the Price Schedule which is attached hereto as Exhibit C and which is incorporated by reference hereto.

6. Delivery / Claims. Prices included in the Payment Schedule are F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. The Contractor is responsible for delivery at the address provided herein during regular workday hours (7:00am to 7:00pm) Monday through Friday. Contractor will be responsible for making any and all claims against carriers for missing or damaged items.

Delivery Address:

Fleet Management Department
9685 Ulmerton Road,
Largo, FL 33771

7. Supporting Documentation. The Contractor shall provide each of the following documents to the designated Fleet Management personal upon the delivery and acceptance by the County of the Compact Mobile Medical Unit:

- a. Statement of Origin
- b. Owner's Manual
- c. Warranty Certificates
- d. Copy of Pre-Delivery Service Report
- e. Window Price Sticker (Affixed) If Applicable
- f. Temporary Tag
- g. Original Invoice & One Copy; Must Be Legible
- h. Application for Certificate of Title and/or Vehicle Registration HSMV-82040
- i. Motor Vehicle Dealer Title Reassignment Supplement DSMV 82994 if required

8. Notices. The Contractor shall notify the designated Human Services personnel approximately 10 days prior to completing the delivery to confirm the date and time of the delivery. All notifications must be made during regular workday hours (7:00am to 7:00pm) Monday through Friday.

9. Training. The Contractor shall provide County personnel or designee training for a five (5) hour training, during regular workday hours (7:00am to 7:00pm) Monday through Friday. The actual date and time for the training will be identified at time of notification as provided in Section 8. Training shall consist of an in-person thorough walk-through of the exterior and interior with a focus on operation, preventive maintenance, operation use of items within the van.

10. Inspection. In County's sole discretion, goods rejected due to inferior quality or workmanship will be returned to Contractor at Contractor's expense and are not to be replaced except upon receipt of written instructions from County. The Contractor shall provide a virtual walk-through inspection of the exterior and interior of the vehicle at approximately 75% completion. Inspection of the vehicle will be conducted either virtually or in-person to ensure requirements have been met.

11. Timeline. Following is a listing of actions and anticipated dates. The County reserves the right to change the dates, if necessary.

DECISION	GOAL DATE	STATUS
Final floor plan approval	May 23, '22	Complete
Final equipment list	November 1, '22	Not complete
Final equipment pricing	November 1, '22	Not complete
Formal contract and scope of work	November 30, '22	Not complete
Determine décor choices	October 14, '22	Complete
Creation of electrical and production plans	January 15 th , '23	Not complete
Owner approval of electrical/production plans	January 30 th , '23	Not complete
Final approval of exterior graphics design, photo panels, and awning fabric color	January 15 th , '23	Not complete
Arrival of customer-supplied equipment Items that require securement or special installation – not cabinet-stored or plug-and-play items like laptops	Within 1 month of start of manufacture Estimated June 2023	Not complete
Begin manufacturing status updates Pinellas county is welcome to visit LifeLine at any time. Most common time is at about 80 percent completion.	Start of manufacture Estimated mid-August 2023	Not complete
Final vehicle inspection Format determined by owner: At delivery, In-person at LifeLine, Photos of vehicle, Virtual live inspection	Final week before delivery Estimated mid October 2023	Not complete
Vehicle delivery	One week after vehicle completion Estimated first half November 2023	Not complete
Final payment and delivery	Due at vehicle delivery Estimated November 2023	Not complete

11. Material Quality. - All goods and materials purchased and delivered pursuant to this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt must be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to County.

12. Material Safety Data. In accordance with OSHA Hazardous Communications Standards, it is the Contractor seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.

13. Purchase Order Number. Each order will contain the Purchase Order Number applicable to this Agreement, and such Purchase Order Number must appear on all packing slips, invoices and all correspondence relating to the Order. County will not be responsible for goods delivered without a Purchase Order Number.

14. Variation in Quantity. County assumes no liability for goods or materials produced, processed or shipped in excess of the amounts ordered pursuant to the terms of this Agreement.

15. Warranty. Seller warrants that the goods are of first quality and as described in Prices Schedule. All manufacturer, producer or seller warranties offered to any other purchaser are expressly available and applicable to County.

16. Compensation and Method of Payment.

- a. **Goods and Services Fee.** As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 16 "Goods and Services Fee", pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement.
- b. The County agrees to pay the Contractor the total not-to-exceed lump sum of \$601,985.00 for the 45-foot Mobile Medical Unit as provided in Exhibit A, Scope of work, inclusive of vehicle, warranty, and any

associated delivery costs, payable in accordance with the fixed- fees provided in Exhibit C, to be invoiced upon acceptance by the County. If the parties desire to extend past the delivery date of the contract, the parties may do so by entering into a mutually agreed upon written amendment to this Agreement.

- c. In the event the full build out cannot be completed, the County shall have the first right to purchase at a prorated amount based upon the level of completion of the vehicle.
- d. **Travel Expenses.** The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.
- e. **Taxes.** Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.
- f. **Payments and Invoicing.** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

- 17. **Acceptance of Goods Services.** For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Human Services Manager or County designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Lifeline Mobile Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

- 18. **Discounts.** Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for County to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.

19. Changes in the Work.

- a. Without invalidating the Agreement, the Human Services Manager or County designee may, at any time, by written order, direct extra work within the general scope or alter the work by addition or deduction of items that do not monetarily alter the scope of the work. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor and memorialized via an Amendment to the Agreement. No officer, employee, or agent of the County is authorized to direct any extra or change work orally.
- b. If changes to the scope of the work are required or if the Contract time or the total contract amount is increased by the additional work, a Change Order approved by the Pinellas County Board of County Commissioners will be required.
- c. The value of such extra work or change shall be determined by a written quote. The amount of the change shall be computed from such values and added to or deducted from the Agreement Amount. If the applicable unit values are not in the agreement, the value of such extra work or change shall be determined by negotiation.
- d. Should a Change Order be required, and the County and the Contractor are unable to agree on the requested change, the Contractor shall, nevertheless, promptly perform the change as directed in writing by the Human Services Manager or County designee. If the Contractor disagrees with the Human Services Manager or County designee, adjustment determination, the Contractor must make a claim pursuant to the Claims and Dispute Section herein, or else be deemed to have waived any claim on this matter it might otherwise have

had.

- e. For new work or unspecified costs not covered within the payment schedule, the amount of an increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change work is performed by a subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total overall maximum markup of fifteen percent (15%) of the amount of change Work.

20. Claims and Disputes.

- a. Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the agreement, payment of money, extension of time or other relief with respect to the terms of the agreement. The term "Claim" also includes other disputes and matters in question between the County and the Contractor arising out of or relating to the agreement. The responsibility to substantiate a claim shall rest with the party making the Claim.
- b. Claims by the Contractor shall be made in writing to the Human Services Manager or County designee within Two (2) regular work days after the commencement of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Human Services Manager or County designee. within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All Claims shall be priced in accordance with provisions of the section in this document entitled Changes in the Work.
- c. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the agreement during the pendency of any Claim.

21. Authority of The Human Services Manager or County Designee.

- a. All work shall be done in accordance with the Scope of Work included herein as Exhibit A.
- b. It is agreed by the parties hereto that the Human Services Manager or County designee shall decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the Plans, construction, prosecution and fulfillment of the Agreement, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of the Agreement.
- c. The County retains the right to inspect all work to verify compliance with the Contract Documents. The Human Services Manager or County designee. May appoint such designees and/or representatives as desired. They shall be authorized to inspect all work done and all materials furnished. This right of inspection in no way means or implies County control or other supervision over the work done. This right is solely for the County's benefit and imposes no duties or responsibilities on the County and confers no rights on any other parties. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used. Such designees and/or representatives shall not be authorized to revoke, alter or waive any requirement of the Contract Documents.
- d. The designees and/or representatives shall be authorized to call to the attention of the Contractor any failure of the work or materials to conform to the Contract Documents and shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Human Services Manager or County designee. The Contractor shall be immediately notified in writing of any such suspension of the work and such notice shall state in detail the reasons for the suspension. The presence of the inspector or other designee shall in no way lessen the responsibility of the Contractor.

22. Subcontracting/Assignment.

- a. **Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

- b. **Assignment.** This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

23. Personnel.

- a. **E-Verify.** The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered as such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

- b. **Qualified Personnel.** Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

- c. **Approval and Replacement of Personnel.** The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

24. Name Changes. The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

25. Compliance with Laws. Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

27. Applicable Law and Venue. This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

28. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

29. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

30. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

31. Remedies. County and Contractor will have all remedies afforded by applicable law.

32. Termination. County reserves the right to terminate this agreement, without cause by giving thirty (30) days prior written notice to the Contractor of the intention to terminate or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this Agreement is considered a material breach of Agreement and is cause for immediate termination of the Agreement at the sole discretion of County.

In addition to all other legal remedies available to the County, the County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of request, as determined by the County.

33. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

34. Confidential Information and Public Records.

a. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

b. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

c. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

35. Audit. Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

36. Digital Accessibility

Contractor acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Contractor receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Contractor:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Contractor to section 37(b) of this Agreement, "Indemnification."

37. Liability and Insurance.

- a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.
- c. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- d. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

38. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

39. Survival. Any provisions in which by their nature would survive the expiration or termination of the Term of this Agreement.

40. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Abigail Stanton

Director of Contracts
Pinellas County Human Services
440 Court Street, 2nd Floor

astanton@pinellas.gov

For Contractor:

LifeLine Mobile, Inc
2050 McGaw Road,
Columbus, OH 43207

Attn: Karyn Prater

karynprater@lifelinemobile.com

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

41. Conflict of Interest.

- a. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- b. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

42. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including any reports, diagrams, materials lists and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

43. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

44. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

45. No Third-Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

46. Entirety. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

47. Force Majeure. "Force Majeure Event" means any act or event that (i) prevents a Party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other Party's (the "Performing Party")

obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the Performing Party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party's obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its
Board Of County Commissioners

By Chairman

ATTEST:
Ken Burke,
Clerk of the Circuit Court

By: _____
Deputy Clerk

LifeLine Mobile, Inc

By: _____

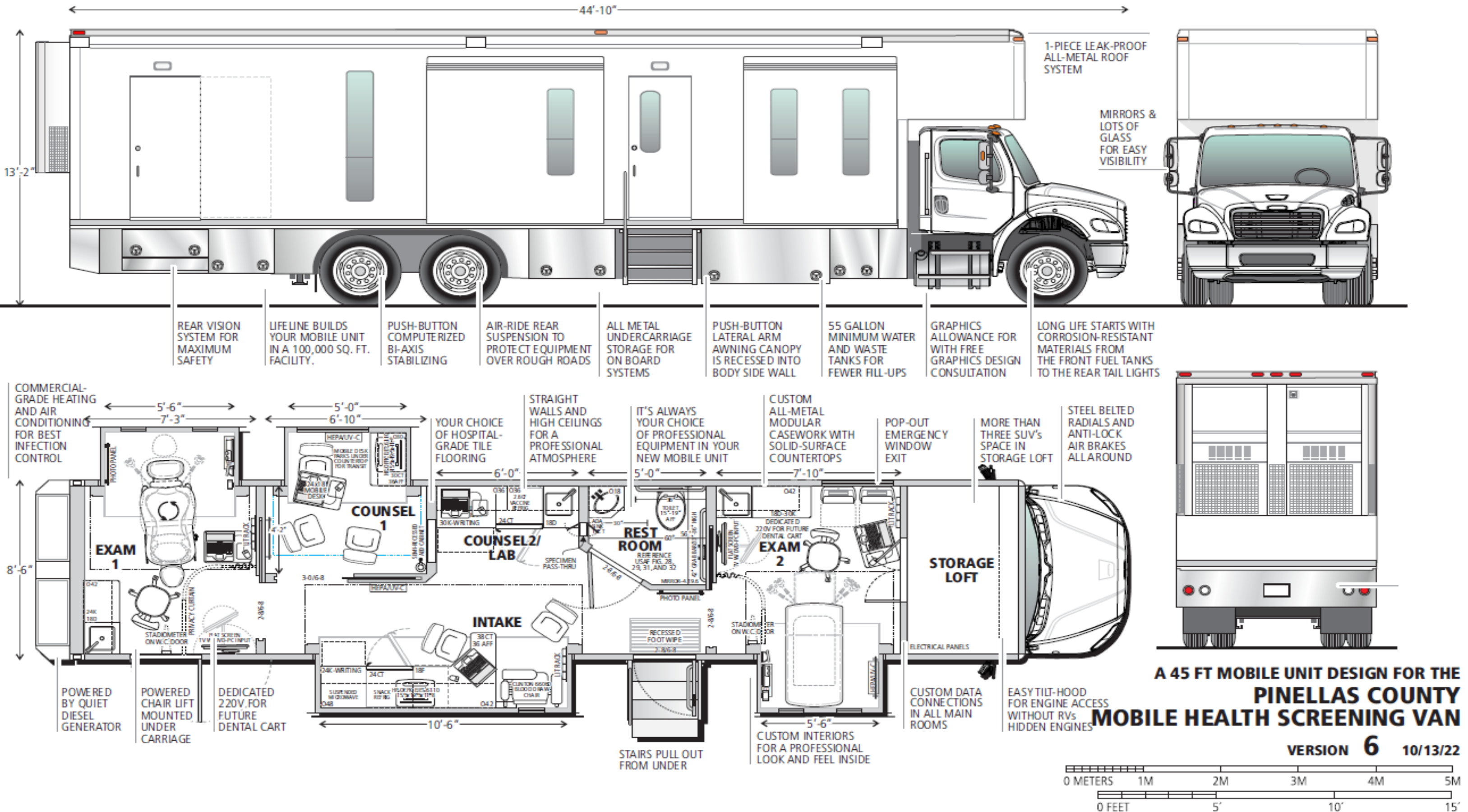
Signature

Print Name

Title

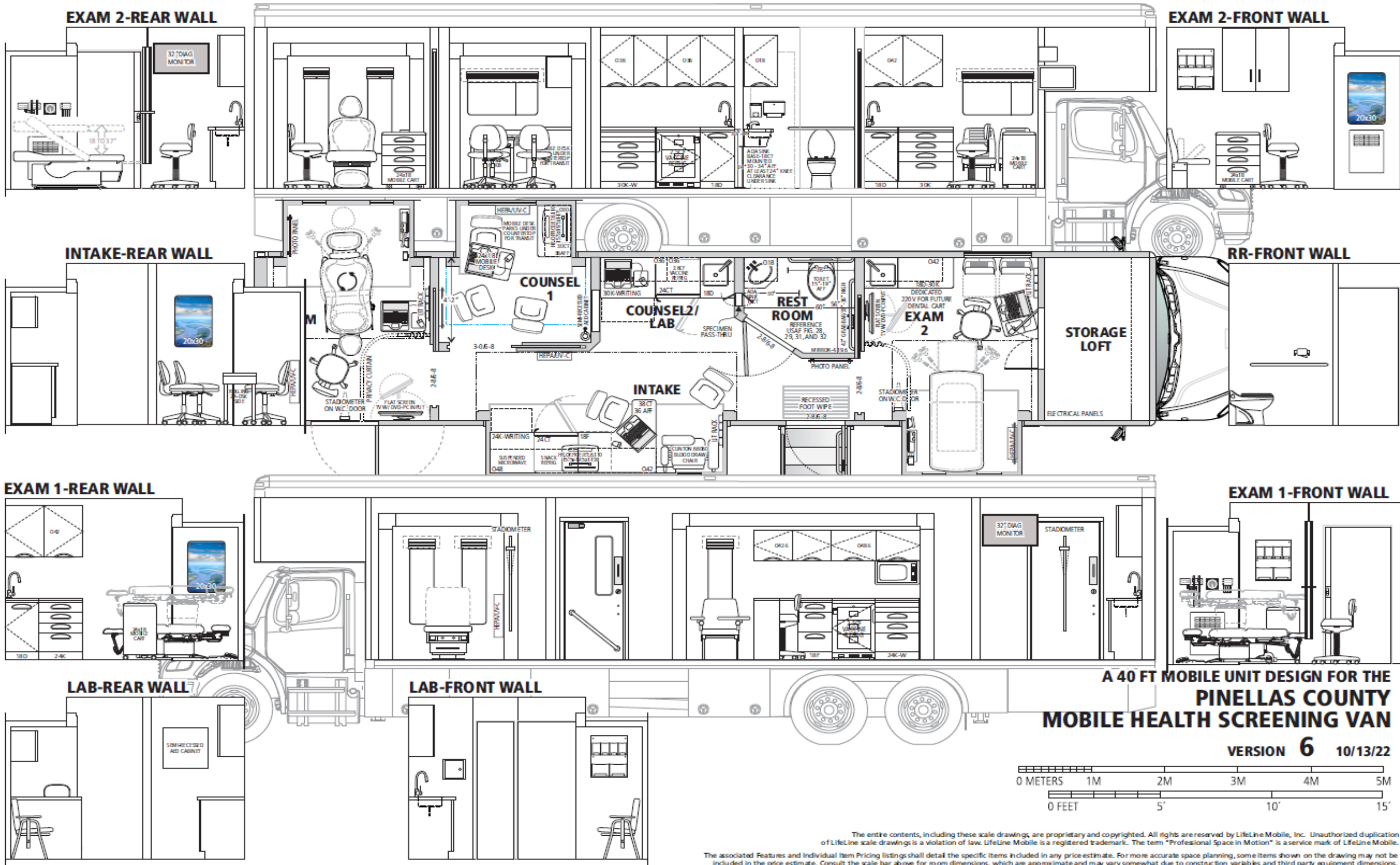
Approved as to Form **APPROVED AS TO FORM**
By: Keiah Townsend
By: _____
Office of the County Attorney
Office of the County Attorney

EXHIBIT A SCOPE OF WORK



**A 45 FT MOBILE UNIT DESIGN FOR THE
PINELLAS COUNTY
MOBILE HEALTH SCREENING VAN**

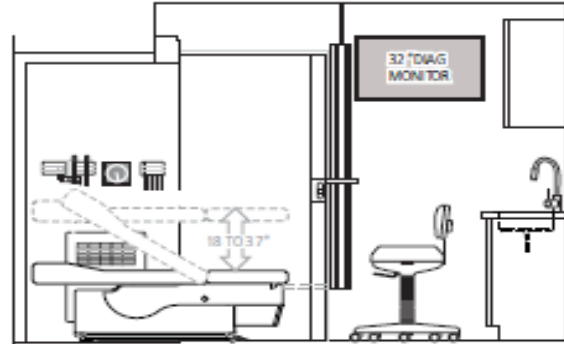
VERSION 6 10/13/22



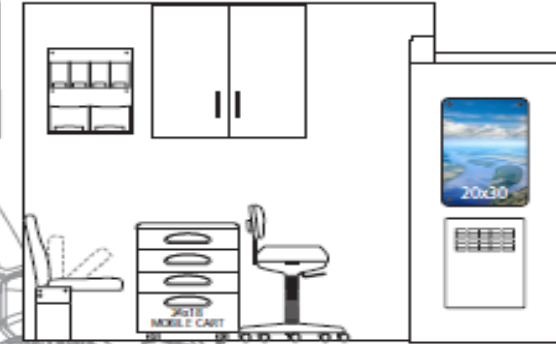
The entire contents, including these scale drawings, are proprietary and copyrighted. All rights are reserved by LifeLine Mobile, Inc. Unauthorized duplication of LifeLine scale drawings is a violation of law. LifeLine Mobile is a registered trademark. The term "Professional Space in Motion" is a service mark of LifeLine Mobile.

The associated Features and Individual Item Pricing listings shall detail the specific items included in any price estimate. For more accurate space planning, some items shown on the drawing may not be included in the price estimate. Consult the scale bar above for room dimensions, which are approximate and may vary somewhat due to construction variables and third party equipment dimensions.

EXAM 2-REAR WALL



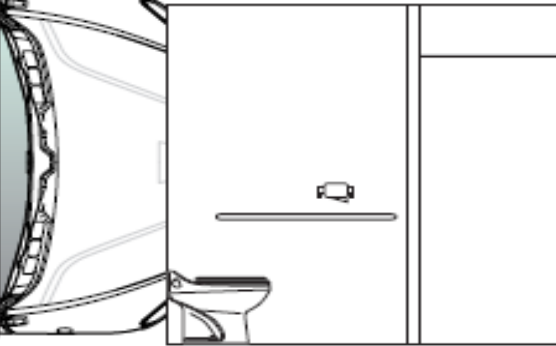
EXAM 2-FRONT WALL



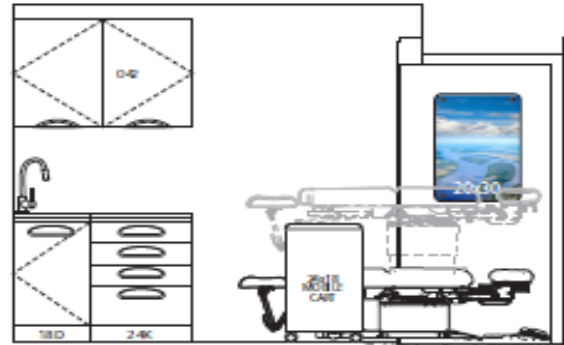
INTAKE-REAR WALL



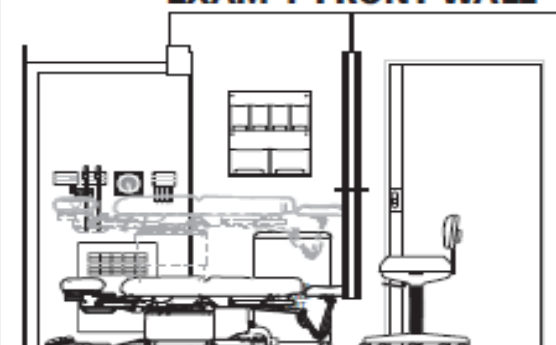
RR-FRONT WALL



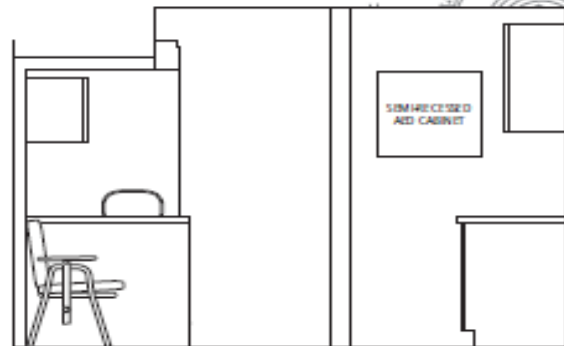
EXAM 1-REAR WALL



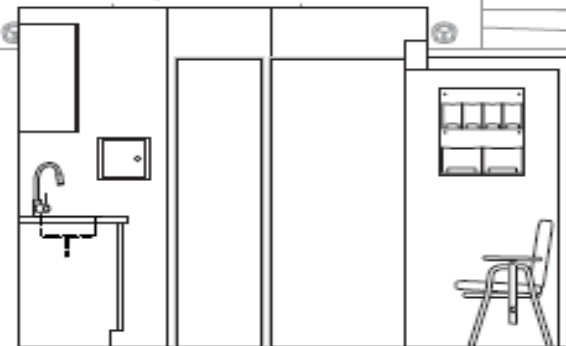
EXAM 1-FRONT WALL



LAB-REAR WALL

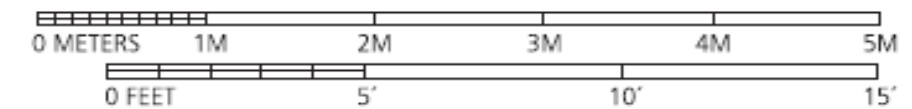


LAB-FRONT WALL



A 40 FT MOBILE UNIT DESIGN FOR THE PINELLAS COUNTY MOBILE HEALTH SCREENING VAN

VERSION **6** 10/13/22



The entire contents, including these scale drawings, are proprietary and copyrighted. All rights are reserved by LifeLine Mobile, Inc. Unauthorized duplication of LifeLine scale drawings is a violation of law. LifeLine Mobile is a registered trademark. The term "Professional Space in Motion" is a service mark of LifeLine Mobile. The associated Features and Individual Item Pricing listings shall detail the specific items included in any price estimate. For more accurate space planning, some items shown on the drawing may not be included in the price estimate. Consult the scale bar above for room dimensions, which are approximate and may vary somewhat due to construction variables and third party equipment dimensions.

EXHIBIT A SCOPE OF WORK

17

A. ITEM TO BE PURCHASED

The Department is interested in purchasing one new 2022 model vehicle for use as a mobile health center. The newly manufactured van will be brought to Clearwater, Florida. Final inspection and acceptance will be by Department personnel upon said delivery.

B. WORK TO BE PERFORMED

Design, provide, deliver, and provide training for the operation of one new 45 ft. long mobile health unit for the Department. The vehicle shall include rooms, casework, desks and chairs, utility areas, storage, lavatories, lighting, insulation, and any other amenities specified in this Agreement. Items must clearly meet our specifications exactly. The completed unit shall meet all applicable documents, publications and standards in effect at the time of manufacture. These shall include, but not limited to, all U. S. Dept. of Transportation [DOT] and Federal Motor Vehicle Safety Standards [FMVSS], requirements as applicable.

C. VEHICLE, GENERAL SPECIFICATIONS

The van will be constructed on a new, unused 2022 or newer Freightliner model M2 106 chassis, with specifications listed below under 'Front Cabin Specifications'. On the rear of the chassis, the successful vendor will place a new, unused 35 ft. long van body (plus storage area appended to front of rear cabin), with specifications listed below under 'Rear Cabin Specifications'. The driver cabin (front of van) and the van body (rear of van) will be separate from each other. In other words, patients in the health unit shall not be able to see any of the driver compartment from inside the rear van body. *See sketch included above for the specified interior.*

D. DIMENSIONS OF THE COMPLETED VAN

The total length of the van, including both front driver cabin and rear van body cabin, shall be nominally 45 feet, except for mirrors or other specified appurtenances to the length of the van. The width of the van shall not exceed 8½ feet, except for mirrors or other specified appurtenances on the side of the van. The overall height of the van is to be no more than 13 feet 2 inches. The interior ceiling height of the van body (rear cabin) shall be nominally 8 feet 0 inches. The interior width of the van body (rear cabin) must be a minimum of 7 feet 11½ inches, except for cabinetry specified.

E. FRONT CABIN SPECIFICATIONS

(quantities of items are accurately reflected in the following list which are to be supplied with the completed van)

EACH	ITEM	DETAILED DESCRIPTION, IF ANY
1	12 volt electrical	Outlet for 12-volt appliances.
1	Air cleaner	Dry-type standard filter element
1	Air compressor	Sized for suspension and braking systems
1	Air conditioning	With integral heater and defroster, and fresh air filter
1	Alternator	160 amp, brushless 12 volt, pad-mounted
1	Axle, front	I-beam type, 14,000 lb. capacity
1	Axle, rear	Single reduction 40,000 lb. capacity

EXHIBIT A
SCOPE OF WORK

18

EACH	ITEM	DETAILED DESCRIPTION, IF ANY
1	Base model	M2 106 SBA 4X2 cab to include DOT approved clearance/marker lights; standard premium interior amenities; driver and passenger seat belts; driver/passenger interior sun visors; gauge cluster in English with English electronic speedometer including odometer and standard diagnostic display.
1	Batteries	Dual maintenance-free 12-volt 1,900 cold cranking amperes total. Additional third battery for generator operations.
1	Battery, redundant switch system	Include a special switch that allows vehicle battery to start generator, or generator battery to start vehicle.
1	Block heater	Sized to match engine
1	Brake, retarder	Off/low/high compression, exhaust-type
1	Brakes, air	Antilock 4-channel air brake system with air compressor with standard manufacturer configuration and equipment sized to vehicle GVWR, engine size, axle, and suspension.
1	Bumpers	Full width DOT-compliant, aerodynamic chrome plated steel. Rear bumper to be DOT-compliant steel.
1	Cab, conventional	106" BBC flat roof aluminum
2	Crossmembers, after-frame	At least two after-frame cross members.
1	Electrical system	12-volt standard configuration with LifeLine OEM custom fuses and equipment installations.
1	Emissions	Federal emissions requirements for all 50 states
1	Engine, diesel	Cummins ISL high torque diesel engine 330 hp @ 2,000 RPM, 1,000 lb-ft torque @ 1,400 RPM, with all auxiliary equipment required for the vehicle's GVWR, engine size, axle and suspension capacity.
1	Exhaust system	Exhaust system to be single horizontal stainless steel muffler standard to manufacturer specifications and meeting federal emissions requirements for all 50 states
1	Frame rails	Frame rails made from heat treated alloy steel (120,000 PSI yield strength); standard maximum overall length, plus any necessary frame extension for body length according to acceptable vehicle manufacturer specifications.
2	Fuel tanks	Rectangular twin tanks, aluminum, totaling 92 US gallon total capacity plus 6 gallon diesel-exhaust fluid (DEF) capacity, mounted under cab left and right sides.
1	Glass, window	All windows to have tinted glass
1	Grille and hood	Chrome finish grille, with insulation and splash panels under front tilting hood.
1	Gross Vehicle Weight Rating (GVWR)	54,000 lbs.
2	Headlights	Headlights on with wipers, with daytime running lights
1	Horn, electric	Dual-electric
2	Mirror, power with heated heads	Dual west-coast heated mirrors with convex mirrors under primary mirrors
1	Paint	Paint is one-color solid white
1	Radiator	Aluminum radiator system sized to meet standard for the vehicle's engine.
1	Radio, driver	According to manufacturer standard.
1	Safety kit, in cab, DOT triangle, flares, and extinguisher	Kit to meet Federal Motor Carrier Safety Administration regulation 393.95 for emergency equipment on power units, including three 17 in. safety triangles and fire extinguisher in metal case.
1	Seat, driver, air suspension	Manufacturer's standard air suspension high back driver seat with 3-point lap and shoulder belt.
1	Seat, two-man passenger	Passenger seat with integral headrest, vinyl covered with fixed back, including 3-point lap and shoulder belts
1	Steering, power	Power steering with tilting steering wheel
1	Suspension, front	Suspension to be tapered leaf with 14,000-lb capacity; with shock absorbers
1	Suspension, rear air ride	Single-axle ride-optimized suspension, 40,000-lb capacity, with shock absorbers
10	Tires	Ten commercial-grade tires sized to vehicle GVWR, axle, and suspension capacity.
2	Tow hooks, front	Frame-mounted tow hooks
1	Transmission, automatic	Automatic transmission standard manufacturer sized to match engine.
1	Trim, premium	Trim to include all items noted in the Freightliner Premium trim package.
1	Wheelbase	285.00 inches, cab-to-axle 219.00 in., axle-to-frame: 140.00 in.
1	Wheelbase	Wheelbase range, 238" through 311", six inch intervals
6	Wheels	ALUMINUM, 22.5x8.25 10-Hole hub piloted
10	Wheels	22.5x8.25 painted steel, 10-stud hub piloted

EXHIBIT A SCOPE OF WORK

19

EACH	ITEM	DETAILED DESCRIPTION, IF ANY
2	Windows	Power, with power locks on left and right doors (may de-activate with burglar alarm).
2	Wipers, windshield	Standard manufacturer configuration

F. REAR BODY SPECIFICATIONS

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

CROSSMEMBERS	Four inch high-tensile I-beams. 80,000 PSI min. yield on 16 in. centers. Attached with four ¾ in. grade 5 cadmium plated steel bolts. Extra wide 5 in. steel end clips welded to cross members and separated by .020 thick Formica plus Mylar electrolysis barriers between cross members and aluminum lower rail.
DOOR FRAMES, EXT.	Exterior door frames to be made from formed 2 in. by 3 in. 1/8 in. thick aluminum tubing.
FLOOR, GENERAL	A composite floor system consisting of a 1 in. thick polyester-fiberglass mix, with three 5/16 in. diameter heat-treated torque head screws per 12 sq. in. including edge boards on an alternating flange.
FLOOR, STORAGE	A fiberglass reinforced composite floor system in the storage area with 800 lb. storage capacity. Use 54 in. galvaneal and aluminum posts welded at top and bottom, riveted to outside panels with 3/16 in. rivets.
SIDE RAILS	Lower rails are to be riveted with solid buck rivets on 2 in. centers into blade-style heavy duty extruded aluminum 6061-T6. Upper rails are to be riveted with solid buck rivets on 3 in. centers into blade-style heavy duty extruded aluminum 6061-T6.
WALL PANELS	.050 thick aluminum pre-painted white panels attached on 2 in. rivet centers at the lap using 3/16 in. solid rivets, ¾ in. wide weather sealant closed cell PVC foam tape installed at panel laps prior to rivet attachment, in order to provide a barrier between aluminum and steel posts, plus preventing leaks in rivet hole attachments and panel lap joints. Aluminum drip rails over each exterior door, riveted on each end.
SIDE POSTS	Aluminum post construction with 1-1/8 inch square Z-posts on 16 inch centers. Each Z-post is fastened to top rail with three ¼ in. diameter solid aluminum squeezed rivets and into the bottom side rail with three ¼ in. dia. solid aluminum squeezed rivets.
MUD FLAPS	Polypropylene anti-sail, secured to underbody.
REAR BUMPER	A bend and twist resistant ICC 4 x 4 inch bumper tube, braced to upper subframe.

EXHIBIT A SCOPE OF WORK

20

- TOP RAIL** Extruded aluminum 6061-T6. Shaped to protect clearance and marker lights.
- ROOF BOWS** Anti-snap bows on 24 in. centers, 1 in. deep, with one extra at nose for added strength. Attached with ¼ in. solid aluminum squeezed rivets.
- ROOF** .040 ga. aluminum, must be one-piece, stretched for tension longitudinally and laterally and bonded to roof bows with silicone urethane compound formulated to be a high strength, elastic, carcinogen-free sealant adhesive. Perimeter of roof sheet is sealed, riveted on 1½ in. centers and sealed to top rail to prevent water penetration.
- G. AIR & ELECTRICAL SYSTEM** Wiring and plumbing to be harnessed and routed parallel to frame rails. Provide maxi-fuse blocks for 12-volt system, with snap terminals and triple rib rubber seals to prevent corrosion. Electrical lines to be enclosed in protective sheathing section to resist damage and facilitate ease of maintenance and replacement.
- PAINT** Body side walls are pre-painted oven-baked white enamel. Other painted surfaces are coated with premium grade, non-hardening rust preventative coating.
- LIGHTS, SIDE & REAR** All sealed beams, recessed combination stop-tail, back-up, and directional. Marker: recessed upper front corners and upper side center for ease of maintenance.
- H. INTERIOR WALL SYSTEM** All interior walls are to be constructed using the following method: erect min. 1 in. aluminum channel frame, into which place sheets of non-porous, 3mm thick white closed-cell plastic wall covering over 5/8 in. CFC-free urethane foam inner wall, then covered in the back with another layer of 3mm thick white closed-cell plastic for added strength.

I. REAR WORKING CLINIC AREA SPECIFICATIONS

(quantities of items are accurately reflected in the following list which are to be supplied with the completed van)

Each	Item	Detailed Specification
1	REAR CABIN	Manufactured from aluminum or steel, not plastic. Exterior side panels are to be buck riveted to side wall structural members. No bonded or laminated fiberglass exterior wall systems are acceptable. Body framing structure shall include at a minimum the following: The street-side and curbside outermost longitudinal members at the roof level shall extend the full length of the health van and shall be utilized to join full width roof bows. Vertical members, consisting of corner and intermediate posts, shall be inserted between and employed to combine the roof structure to the bottom frame; The corner sheets shall be one-piece .035-inch steel, with 4-6 inch corners without splice, between the storage floor structure and bottom frame. The intermediate posts shall be

EXHIBIT A
SCOPE OF WORK

21

Each	Item	Detailed Specification
		continuous without a splice between the roof structure and the chassis frame except at the door and window opening areas. The intermediate posts shall be spaced on not more than 24-inch centers except different intervals shall be permitted at door and window areas.
1	Alarm, burglar with rear panic button, locations of panic buttons to be determined	Intrusion alarm system with minimum two transmitters, panic mode, remote valet, silent mode, 126 decibel siren, visual and audio effects, visual deterrent LED, anti-nuisance circuitry, valet switch/emergency disarm, shock sensor in front driver cabin. Sensors to be installed on hood, main entry doors, generator compartment, and windows larger than 12 in. width.
1	Alarm, rear back-up	92 decibel intermittent alarm, activated in reverse gear.
2	Awning, acrylic, 9½ ft coverage, with anemometer	Motorized awning with remote control, stainless steel support arms. Awning must extend in less than two minutes to at least 9 feet from side of health van. Awning must not require leading edge leg extensions. When closed, all lateral arms must retreat into weather shielded container. Motor must be tubular type with manual override, 120-volt AC-60Hz, and thermally protected. Awning fabric to be 100 percent woven marine acrylic. System equipped with driver warning light and audible alarm for non-retraction of awning upon engagement of vehicle transmission.
1	Cabinets, Midmark	All casework must be able to pass Joint Commission standards for sanitation and workmanship. Provide healthcare casework which has been manufactured, fabricated and installed to withstand the medical environment and maintain manufacturer's warranted performance without defects, damage, or failure. Each cabinet, upper and lower, must be completely interchangeable to provide either drawers or adjustable shelving, as desired by the Department. Department personnel are to select casework, and colors for cabinets, from items currently manufactured. Casework shall be metal, modular, with each unit being an individual, interchangeable, integral part of assembly for making up desired casework unit. Each sectional unit shall be rigid and depend on no other component part of complete assembly for its rigidity. Internal components such as drawers, glides, shelves, etc. shall be modular and interchangeable. Finish/Color: premium quality powder coat, baked-on epoxy; pearl grey color. Cabinet: 18-gauge cold rolled steel shell; 16-gauge cold rolled steel bottom frames. Deep drawer construction: One piece molded polystyrene drawer bodies with rounded corners; manufacturer's color coordinated with cabinet color. Slide: 88 lb. capacity and heavy duty 150 lb. capacity slide for drawer application. Pulls: Recessed and integrated front panel design, full length; clear snap-on handle with interchangeable vinyl color strips, and optional labeling system. Door construction: Front/Back: Melamine covered vinyl front; melamine back. Core: 45 lb. MDF board, 3/4 inch thick. Hinges: Manufacturer's standard, concealed, self-closing, 110° opening, nickel plated metal. Adjustable shelving: 18-gauge cold rolled steel, painted to match cabinet color; standard reinforced nylon support clips. Door locks: individually mounted, cam style lock or deadbolt orientation with removable lock plug; locks keyed alike. Drawers: central gang lock style orientation with removable

EXHIBIT A
SCOPE OF WORK

22

Each	Item	Detailed Specification
		lock plug; locks keyed alike. Vertical: Melamine, suede finish. Warranty on cabinetry/casework: repair or replacement, at manufacturer's option, of the parts or the products the defects of which are reported within the applicable warranty period, which must be five (5) years for all casework products and components including door and drawer fronts, casters, and electrical components such as task lights and cords. Three (3) years for task light ballast. One (1) year for plastic laminate top surfaces and accessories.
1	Ceiling, ABS plastic smooth tile	Minimum ceiling height of the smooth ABS plastic ceiling is to be 7'11". No lower ceiling height will be accepted. No duct work or other equipment can intrude below 7'11". A ceiling grid system shall be suspended beneath the roof of the vehicle, constructed of a rigid grid designed for lay-in type ceiling panels having a nominal size of 24 inches x 24 inches. The grid panels shall be constructed of a smooth plastic ABS tile. The ceiling panel thickness shall be 5/8-inch with a minimum R-value of 2.6. The ceiling shall be supported adequately to have a hanging capacity of not less than 25 pounds on any one square foot of area. The ceiling panel color shall be white. The fiberglass channel ceiling grid system shall be white. The ceiling panels shall be Class C Fired-Rated in accordance with UL.
1	Coffee maker, under counter	Under counter mounting, auto-on/off, removable water reservoir, temporary drip-interrupt feature, dual heating system, digital clock/timer, 13" x 11" x 10".
1	Communications, pre- wiring includes CAT6 wiring, jacks, and patch panel	Pre-installed raceways with Category 6 voice and data wiring products including transmission-compliant Category 6 ScTP Spec. 4485 Type MPR/CMR cable, with rip cord installed longitudinally. All wiring products must be tested to, and meet, the ANSI/TIA/EIA 568A and / or ANSI / ICEA S-90-661 and Underwriters Laboratories, Canadian Standards Association, and National Electric Code requirements for inside wiring type cables. Wire will reduce effects of EMI/RFI in hostile electromagnetic environments, suitable for 10BASE-T / 100BASE-TX and 1000BASE-T (Gigabit Ethernet) connections. It provides performance of up to 250 MHz.. Four pair 24AWG solid bare annealed copper conductors with polyolefin insulation and polyester backed aluminum foil shielding; 0.30 in. outside diameter; DC resistance 8.9 ohms/100m maximum at 20 deg. C. 48-port patch panel.
2	Communications, printer	HP Officejet 6110, provided by owner
5	Computer, laptops	HP 6530b notebook, by owner, LifeLine install/wiring Contractor to install Department's computers, routers, including wiring and peripherals.
1	Communications, computer, software by owner	Provided by owner. Software shall be either pre-installed on owner-supplied hardware, installed by owner after arrival of completed unit, or installed by owner (or manufacturer) at LifeLine's facility during the manufacturing process at owner's convenience and expense. LifeLine does not install software items.

EXHIBIT A
SCOPE OF WORK

Each	Item	Detailed Specification
1	Countertops, solid surface	Counter surfaces shall be constructed from solid-surface acrylic resin composite without wood shimming. Matte or satin finish 1/4 in. thick solid surface countertop surface, with 1-3/4 in. solid surface edging, must be Class 1 (A) fire-rated, hospital-grade. Must be DuPont Corian or equal. No countertop laminates acceptable.
2	Door, interior & exterior (except whl chr)	EXTERIOR door to be fiberglass clad with dead bolt lock and window. Exterior door(s) are to be 32 in. wide by 80 in. high, 1-3/4 in. thick, manufactured from fiberglass reinforced polyester (FRP). Doors that are metal or wood with FRP face sheets are strictly excluded. A high-modulus FRP square or rectangular tube subframe with tubular midrail at lock height is to be within the door. Doors shall incorporate chemically- bonded, molded-in FRP edge strips for machining of hardware mortises. No mechanical fasteners allowed. The use or inclusion of aluminum or wood into stile and rail construction is not permitted. A minimum of 900 lbs of pullout strength is required for each hinge screw. Cutout for door window (8 x 30 in.) is to be totally enclosed by internal FRP stiles and rails incorporated into subframe. INTERIOR SWING-TYPE doors to be all-metal construction. All interior doors, except accordion-type doors detailed below, shall consist of a frame, face panels and inner core. The frame shall be constructed of 0.10-inch minimum steel or aluminum with all fasteners of aluminum or stainless steel. The door shall be clad with smooth steel or aluminum face panels. The panels shall have an 18 gage (0.0478 inch) minimum thickness. The panels shall be rigidly connected and reinforced inside with vertical stiffeners. Top and bottom steel or aluminum ledger panels shall be welded to each face panel. The top and bottom panels shall have a 16 gage (0.0598 inch) minimum thickness. Each door shall be insulated with a non-moisture absorbent material to meet a noise transmission class of 20db(A), or greater. The door thickness shall be 1-3/4 inches, plus or minus 1/8 inch. The body structure of the vehicle shall be reinforced at the rough opening. Each interior door, except any accordion doors, shall be mortised and reinforced with at least 12 gage (0.1046 inch) steel at the hinge areas. The interior doors shall be equipped with at least three hinges, except accordion doors. The interior door(s) shall be provided with gaskets and be tightly fitted to insure a seal against the entrance of light and dust. Privacy, entrance or passage cylindrical locksets with lever handles shall be furnished for each door, as applicable. The locksets shall comply with the applicable Americans with Disabilities Act (ADA). All door hardware shall have a satin chrome finish. Each swing door shall be primed and painted as specified. INTERIOR ACCORDION door(s) must be manufactured with 5-ply laminated impact- resistant covers on both sides, with inner steel lining to deaden sound and increase durability. Adjustable lead carrier must keep lead post plumb with wall for tight acoustical seal. Carrier to be nylon-covered steel ball bearing type. Door covers must be completely replaceable without returning

EXHIBIT A
SCOPE OF WORK

Each	Item	Detailed Specification
		door to factory. Minimum sound transmission class 20db(A) or above.
3	Door, pocket sliding	A pocket door shall be installed with a finished door opening not less than 36 inches in width and 80 inches in height. The door shall have a minimum thickness of 1-3/4 inches. The door shall latch in both the open and closed positions. A permanently lubricated overhead 4-wheel ball bearing hanger track with jump-proof box track with floor-level roller door guide system and wall bumper shall be furnished. The doors shall be furnished with ¼ inch diameter brushed chrome finish wire pull handles. The wire pull handles shall protrude from the pocket door sides by at least 2 x 4 inches.
1	Electrical, healthcare wiring (NEC 517)	The vehicle shall be equipped with a 120-volt, single-phase, 60-Hertz, 3-wire and a 240-volt, single-phase, 60-Hertz, 3-wire electrical system of sufficient ampacity to meet all the electrical loads imposed. The electrical system supply shall be from the on board diesel engine generator or the shore power cord. The system shall consist of the following: wiring, main distribution panel board, shore power system, branch circuits, receptacles, lighting and switches as specified herein. The vehicle shall be wired from the main distribution panel board, located in storage attic on straight-truck models, through armored cable or electrical mechanical tubing (EMT conduit). All wiring and cable conductors shall be stranded copper. Wiring shall be color-coded at junction boxes and at the main distribution panel board for identification purposes. The wiring shall be recessed within the body wall or ceiling, supported with straps, clamps and hangers having chafe-proof faces and so installed to prevent vibration. Wiring shall be of sufficient size and gauge to accept the loads imposed in operating the electrical system without loss of dielectric strength. Joints shall be threaded with connections at all lamps and junction boxes. Junction boxes shall be accessible for service and provided with junction box covers. The electrical installation and power distribution shall be in accordance with the National Electrical Code (NEC). A 120/240 volt alternating current, 3 wire, single-phase panel board shall be furnished. The panel board shall be rated for not less than 100 amperes. The panel board shall be equipped with at least 24 spaces for circuit breakers. Circuit breakers shall be of the plug-in type. The green wire and the white wire shall be separate and shall be identified. The panel board shall be equipped with main circuit breaker and bus bar, with a hinged door and flush cover. A branch circuit distribution diagram shall be furnished and affixed to the inside of the panelboard. A transfer switch or isolating safety system shall be installed to prevent an electrical overload from occurring by an accidental combination of the generator and the shore power systems. The isolation system shall have distinct positions to activate either power source, and an "off" position that shall disconnect all power. Receptacles within six feet of any water source shall be of the ground fault interrupter type. The receptacles shall be UL Hospital Grade Listed. Rating-20 ampere/125 volts. Type-2 pole, 3 wire. Each receptacle shall be recessed into the wall and enclosed

**EXHIBIT A
SCOPE OF WORK**

25

Each	Item	Detailed Specification
		in a galvanized steel box. The color of the receptacles shall be white. Each receptacle shall be provided with brushed stainless steel cover plate. Receptacle location and type is at the discretion of the LifeLine, in compliance with NEC, unless specified by owner. Owner-specific receptacle preference must be provided before construction begins.
1	Electrical, 20amp	See Bid Specifications
2	Exhaust, fan	One in each exam room to outside for negative pressure
2	Extinguisher, fire, in storage loft	Extinguisher to be ABC type, UL and ULC listed, 2¾ lb. suitable for temperature range -40°F to 120°F (-40°C to 49°C). Cylinder to be epoxy coated steel to resist corrosion, dents and punctures. Corrosion-resistant aluminum valve and handle with universal pictorial labels with operator instructions.
1	Fans, oscillating	10", wall mount for ventilation
1	Floor mat, recessed	Slatted mat to be installed at entry door, recessed flush with tile floor. Mat to be removable for cleaning, with water resistant pan under mat to catch water drips from visitors' footwear.
1	Flooring, acoustical sub- floor	Sub-floor must be from structural polyester foam reinforced with fiberglass, laid flat across floor beams, then bolted to I- beams under floor. Minimum compression to be 1,252 pounds per square inch (psi); shear strength at 705 psi; and flex modulus at 69,850 psi. All ASTM testing methods.
1	Flooring, hospital-grade tile flooring	Finish floor of fire retardant, tile floor covering resistant to alkali, grease, and spills.
1	Freight & delivery charges	Unit must be delivered to Department location, FOB
2	Generator, compartment	Undercarriage compartment with generator mounted on high capacity slides for easy pull out maintenance or replacement. Sound isolation and rear and underside ventilation provided. Operation capable while in transit. Rear cabin sound levels less than 60db.
1	Generator, diesel, 20 kw	A 20 kilowatt, 60 Hertz, single phase, 120/240 volt diesel generator shall be furnished. Generator to be mounted outside the rear cabin work area. Hour meter and remote start switch must be provided. The generator frame shall be mounted on a second set of approved isolators to minimize noise and vibration into the body. A remote generator control start-stop switch shall be provided in the clinic interior. At the generator will be a start/stop switch, pre-heater, and hour meter. The generator shall have an easily accessible oil drain, and be capable of being serviced from the exterior side of the compartment. The exhaust shall be ported and angled to the rear street-side away from the clinic area. Noise level with maximum load is to be 68 dBA or lower inside vehicle.
1	Generator, diesel, 20kw with battery backup	Generator to be 60 Hz, 120/240 volt, single phase, computer-controlled hybrid operation. Special sound-control housing to enclose cooling system and muffler. Diesel-fueled generator to produce up to 20,000 watts of voltage regulated power and 18,000 watts of pure sine wave inverted electrical output, with mounting system to reduce vibration. Must provide 720 Amp/hours of AGM type battery redundancy. Noise level with load is to be between 59 and 69 dBA at 10 feet uninstalled.

EXHIBIT A
SCOPE OF WORK

26

Each	Item	Detailed Specification
		Power unit to be 4-cycle, liquid cooled 3-cylinder 26 hp diesel. Meets U.S. EPA and California emissions standards. Waterproof connector for remote operation, focalized mounting system, overvoltage, low oil pressure, overtemp, overspeed, and overload safeties. Bulkhead type connections for fuel and battery. Terminal block connection for AC output. Electric fuel pump, fuel filter, full flow oil filter, instant one-touch stop control system with microprocessor control. Insulation System: Class H. Performance to be as follows: voltage Regulation No Load to Full Load: $\pm 3\%$; Frequency Regulation No Load to Full Load: $\pm 0.1\%$; Random Frequency Variation for Constant Loads: $\pm 0.5\%$; Random Voltage Variation for Constant Loads: $\pm 1\%$; Maximum Operating Ambient: Efficient radiator cooling system to permit operation at ambient temperatures to 120 deg. F.
2	Generator, vibration reduction system	Diesel generator to be sound-proofed with completely enclosed housing and vibration-reducing system with proper ventilation. The generator enclosure shall have continuous acoustic, non-water-holding, self-extinguishing insulation installed. The door louver opening design shall allow the full amount of cooling air required by the generator without exceeding the maximum static pressure. The enclosure and door shall be dimensioned to provide full access to the generator for servicing and ventilation. Louvers shall be angled to minimize the entrance of road splash and debris. Lockable latch door shall provide access to the generator. A louvered grille with screen shall be furnished to prevent foreign objects from entering the engine.
1	Graphics, exterior, custom vinyl Percentage of rear cabin coverage: <u>100 percent coverage</u> Percentage of cab coverage (zero percent if cab accents only): <u>100 percent coverage</u>	Department personnel to select a graphics package for the exterior of the van using 3M or Avery Dennison exterior grade vinyls. Body décor is to be rendered in a combination of premium exterior grade vinyl and/or paint. Four-color process printed vinyl is to be 3M Controltac Plus Graphic Film w/Comply Performance, number 180C. All printed vinyl must be coated with 3M Scotchcal luster-finish overlaminate to provide outdoor graphics with protection against the elements, including UV rays. Solid color vinyl, if used, is to be vinyl film that is 2.0 mil opaque high-gloss high-performance cast film with 1.0 mil acrylic adhesive with liner of 78 lb. white bleached kraft. Some large color block areas of the design may be rendered onto the properly-prepared body sheathing in automotive paint that is a fast-drying single stage polyurethane finish designed suitable for vehicle refinishing. Various preparation chemicals, such as hardeners and dry additives, can be used to prepare and cure the paint to a gloss finish. Allowance amount is an estimate, which may vary when actual graphics package is approved by owner. Exact lettering, size and layout shall be provided to the contractor within 30 days after award of the contract.
1	Height, rear cabin inside	8 feet, 0 inches nominally
3	Hook, clothing	Provide dual robe hooks for patient garments.
2	HVAC - air conditioning 3 ton wall mount modular	High efficiency commercial quality 3-ton air conditioning system. Unit to have twin multi-speed blowers and aluminum

EXHIBIT A
SCOPE OF WORK

Each	Item	Detailed Specification
		finned copper coils for maximum heat transfer and energy efficiency. Compressor must be Copeland scroll type. Built- in off-delay timer. Electrical components must be easily accessible for routine inspection and maintenance through a service panel opening with lockable, hinged access cover to the circuit breaker or pull disconnect switch. Unit to have 1- inch disposable air filter on inside of vehicle clinic.
1	HVAC - dual HVAC cowl	Aesthetic covering of sides and center of HVAC to expand graphics coverage on around HVAC systems. Maintains full access to HVAC units for maintenance and service.
1	HVAC - Far-UVC light in-duct	In-Duct far-UVC Lighting reduce or prevent microorganisms from circulating within the ductwork of a confined space. The kit features a low-profile lamp with metal shield for safe optimum UV exposure. The UV light is concealed in the main duct of the mobile vehicle's HVAC system and is not noticeable to the mobile clinic's occupants. By circulating the air inside the mobile health clinic when the HVAC fan is on, whether fresh or re-circulating, it is forced to pass by the UV light on a continuous basis. The constant UV conditioning of the air is an ideal opportunity to fight mold, bacteria and viral conditions. In many cases it also reduces the non-ozone producing odor that can be present.
3	HVAC - heating, diesel	Exterior self-contained, diesel-fired heating units. No roof-top blower air conditioners are acceptable. Each heating unit shall have a 9,000 BTU/h rated capacity. The unit shall be designed and constructed for use in mobile vehicle operations, mounted and insulated to prevent transfer of vibration. The system shall be furnished with under-cabinet heat diffusers to provide forced air heating from floor level when necessary. The system shall be provided with a rheostat for each heating unit.
1	HVAC - undercarriage heating system	Exterior self-contained, diesel-fired heating units; 9,000 BTU/h rated capacity. The unit shall be designed and constructed for use in mobile vehicle operations, mounted to prevent transfer of vibration. The system shall be furnished with heat diffusers to provide forced air heating. The system shall be provided with a rheostat for each heating unit.
4	HVAC-UVC-HEPA filtration wall unit	HEPA filtration unit with four stages of filtration: a pre-filter, then HEPA filter (0.997 filter efficiency), a carbon filter layer, and a powerful UV -light. Wall hung (20 x 25 x 5 in.). Interior high-intensity UV-C germicidal lamp. Adjustable-speed fan (max 300 CFM), forces air past filtration and UV-C light, then expels the air back into the room.
1	Insulation, rear cabin, triple foam by Dow	Insulation shall be installed to fill the cavities in the walls and ceilings. Walls shall have a R-value of not less than 20; ceilings shall have a R-value of not less than 30. All insulation shall not support combustion or sustain flame, mold, rot, support vermin, corrode metals, absorb odors, and shall be essentially odorless. The insulation shall not disintegrate under exposed operational or storage temperatures or settle and leave voids. Means shall be provided to drain condensation to the ground but not allow road splash to enter the insulation cavities. Fiberglass batt insulation shall not be used. The product to be used is a 5/16

**EXHIBIT A
SCOPE OF WORK**

28

Each	Item	Detailed Specification
		in. layered insulation comprised of an outer aluminum foil shielding barrier, then an inner core of closed cell poly, and a third outer layer of foil. The layers are to provide condensation, radiant and thermal barriers that excel over typical fiberglass batt or foam insulation.
1	Insulation, winterizing, underfloor	Insulation shall be installed in areas below the subfloor and below the floor of any expandable side rooms. The floor shall be undercoated with 2 to 3 in. of insulating CFC-free foam to R-15 or better. Insulation in these areas shall be spray-in- place urethane foam having a minimum thickness of 2 inches. Spray-in-place urethane foam insulation shall have a Class-A fire retardancy under ASTM test procedure E-84.
1	Intercom, nurse-call, room-to-room	Two-way communication with hand set remotes or master station. Must be a multi-channel, selective calling, handset- type system, wall mounted with paging zones and talkback. Call tone and LED to indicate call from remote, with all call option.
1	Landing gear, 4 pt. bi- axis, hydraulic push button	Stabilizing gear must be completely computer-controlled, with no joystick control, and able to be deployed and retracted with hydraulics, and no manual systems. Operating power shall be provided by truck engine on straight truck models and generator power on semi-trailer units. At no time will the gear allow a single leg to operate independently, but rather two legs will always operate in tandem, to avoid racking or twisting the health van. Provide safety lock-out of the system through the ignition system. The system shall automatically level the vehicle through the use of a built-in leveling light display. The system shall be capable of side-to-side and fore and aft leveling that keeps the vehicle within a common plane to minimize twisting. The system shall consist of the following: four hydraulic leveling jacks, pump, 12-volt hydraulic power unit, control panel, reservoir, hydraulic hoses, valving and fittings. The control of the system shall be from a single centralized location, which is protected from the weather. The jacks shall be of the single acting type with spring return. Two jacks shall be mounted on the front of the vehicle and two jacks shall be mounted on the rear. The jacks shall be equipped with self-leveling sand pads. The jacks and components, accessories, and attachments shall withstand, without damage and deformation, the combined static and dynamic forces due to the portion of the gross weight sustained. Each jack shall be mounted to mounting plates to resist forward and reward thrust on the jacks. When placed in the travel position, the jacks shall remain positively locked. Clearance under the rear jacks shall be such that the jacks do not reduce the normal rear departure angle of the vehicle.
4	Lavatory, w/towel, soap disp, mirror	Each stainless steel lavatory must be equipped with nearby stainless steel z-fold towel and liquid soap dispenser. Mirrors in exam and rest room locations.
1	Lighting, ceiling, rear cabin, LED	LED fixtures and track lighting must be supplied in accordance with Department personnel's wishes. Exact placement of the fixtures is to be approved by Department personnel with the vendor. The lamp fixtures shall be of the commercial recessed type, mounted into the ceiling and be

**EXHIBIT A
SCOPE OF WORK**

29

Each	Item	Detailed Specification
		flush with the ceiling. The light fixtures shall be switched at an easily accessible location in each room. All fixtures shall be securely anchored to prevent loosening or damage due to excessive vibrations caused by rough transit. Light fixtures shall be provided, in such numbers, that a light intensity of 50 foot-candles minimum at 30 inches above the floor is achieved everywhere in the vehicle, except in the storage loft.
3	Lighting, exterior, scene,	Provide high intensity light at location(s) specified by owner to illuminate parking area when van is on location at night.
6	Lighting, task, over counter	Provide task lights at each counter top location where overhead cabinets allow. Each built-in, flush mounted, 115- volt fluorescent task shall have a switch. A light intensity of 70 foot-candles minimum (with task light on) shall be required at each workstation.
3	Literature rack, 6 pocket, clear acrylic	Provide each rack with four pamphlet pockets and two letter- size pockets.
1	Manual, operating	Full set of operating manuals for every major component on the van. Three additional USB copies.
1	Microwave, for break time	850 watts, English/French/Spanish language conversions, child safety lock, digital display, adjustable power settings, auto reheat, auto defrost, specialty functions, 21-7/8" x 16- 3/4" x 12".
4	Photo panels	High-resolution photos decoratively mounted to the wall. Photos sealed in clear acrylic frame.
1	Radio, AM/FM/CD, w/ceiling speakers	True stereo speakers (2) in each main room of the rear cabin must have individual adjustment dials for volume control.
22	Receptacle, 20 amp 11-25V	At least two 110 vac receptacles, with complete weather protection, mounted undercarriage: 4 in each exam room (8 total), 1 in each counsel room (2 total), 3 in the intake area, 1 in the restroom, 3 in the central reception area, 5 in main unit area, lastly surge protection on all outlets.
1	Refrigerator,snack	Refrigeration must be compressor-driven. No absorption units permitted. Minimum 2.5 cu. ft. under-counter refrigerator(s) for samples or food must be provided. Owner to specify location. Unit must run on 110 volt power, and match casework as specified above.
1	Refrigerator, 2.6 cf- 110vac	Refrigeration must be compressor-driven. No absorption units permitted. Minimum 2.5 cu. ft. under-counter refrigerator(s) for vaccine storage must be provided. Owner to specify location. Unit must run on 110-volt power, and match casework as specified above.
1	Rest room, ADA kit, handicap bars, high toilet	All rest room grab bars and toilet items to conform to the Americans with Disabilities Act. Safety grab bars, 1-1/2 inch diameter, type 304 stainless steel, 18-gauge thickness. Two safety grab bars shall be installed 34 in. above finish floor.
1	Rest room, incl. low flow toilet	No chemical toilets permitted. Vacuum toilet system designed for mobile applications, consisting of a vitreous china toilet, vacuum tank, vacuum pump or vacuum generator. Water consumption - 20 ounces per flush maximum. Energy consumption - 40 watts (ac) per flush maximum. Lavatory faucet, blade handles. Capacity-½ gallon per minute. Polished chrome base and water saving aerator. The ceiling ventilator and light shall exhaust to the street-side, not roof.
1	Rooms built with interlocking panels	Interior wall construction shall be custom-formed panels sandwiched between a 14 gauge extruded aluminum.

**EXHIBIT A
SCOPE OF WORK**

30

Each	Item	Detailed Specification
		Straight walls, without curved ceiling-wall junctions, must be provided to provide specified headroom. The wall panels shall be constructed of either .075 inch fiberglass reinforced plastic laminated to both sides of a 1 inch thick closed-cell expanded polystyrene foam substrate, or 3mm expanded PVC, laminated to both sides of a 5/8 inch CFC-free urethane foam substrate. The wall panels shall be held in place by a two-piece (base and trim) division bar system. The wall panels must be easily removable without cutting or damaging the panel. The system shall be designed so that no rivets, screws or fasteners shall be visible. The division bars shall be oriented vertically and spaced to support cabinets, doors and windows. An aluminum channel base shall be furnished to protect the wall panels. The wall panels shall have a matte finish; a gloss finish is not acceptable.
7	Seat, chair securement system	Wall-mounted chair hold down to secure chairs when vehicle is in transit.
5	Seat, drafting	Chair to have commercial-grade vinyl padded seat, contoured back with lumbar support, pneumatic seat height adjustment, adjustable chrome footing, back height and depth adjustment, reinforced molded base, heavy-duty dual wheel casters for easy mobility.
2	Seat, flip-up, vinyl or fabric, single	Color/upholstery choices by Department, fully seat belted to FMVS standards, floor mounted, sprung to store in upright position. Single seat (each 18" x 12" x 31") required. Department to select covering for seat(s) from either vinyl or cloth selections.
4	Seat, stacking	Chair, stackable with contoured back. Casters not included. 350 lb. weight capacity.
1	Shore power cord, 50 ft.	80 ampere, single phase, main shore power cable shall be provided with 100 amp rated connectors to power all rear cabin equipment. The electrical system shall be GFCI protected at every receptacle within 6 feet of a water source. The receptacles shall be weather-resistant. The cable shall be rated SO by the National Electrical Code. The wire gauge shall provide for a rating of 80 amperes minimum. The electrical panel in the health van shall be provided with an access door, latch and key lock and sized to contain the power cable.
1	Shore power, aluminum reel & box	A rewind reel to handle live electric cable shall be equipped with four-way roller assembly, large bending radius, and non-sparking ratchet assembly to lock the reel when the desired length of cable has been played out. A 100 amp 4-conductor collector assembly with wiring from the collector ring to the junction box. Brushes to be copper graphite with copper alloy rings. A cable stop shall be used to prevent damage to rollers and connectors and to permit adjustment of free cable length.
2	Smoke/CO detector, battery	Provide battery operated DC voltage smoke alarm(s) so that vehicle is protected if electricity fails, provided the batteries are fresh and correctly installed. Unit to emit an 85 decibel alarm for an early warning of fire.
1	Stairs, entry, manual	Solid aluminum construction, with diamond plate stair treads with static coefficient of friction (COF) 0.70 wet and 0.80 dry. Tread surface to surpass ADA, NFPA, and OSHA

**EXHIBIT A
SCOPE OF WORK**

31

Each	Item	Detailed Specification
		requirements. No RV electric step systems allowed. Each stairway shall be constructed using aluminum channels and aluminum I-beam stringers to form the frame. The frame components shall be welded or bolted. The width of each stairway shall be a minimum of 33 inches. The stairway tread depth shall be 8 inches, plus or minus 1 inch. The stairway riser height shall be 8 inches, plus or minus 1 inch. The construction of the stairway shall be without riser panels. A portable step stand shall be furnished to mitigate against a non-uniform riser height between the bottom stairway step and the ground. Each step stand shall be min. 11 inches wide x 33 inches long x 3 inches (+/- 1 in.) high from ground. Each step stand shall be capable of supporting 500 pounds without permanent deformation or breakage. The top of the step stand shall have a matching aluminum diamond plate surface. The weight of each step stand shall not exceed 15 pounds.
1	Stairs, handrail storage compartment	Solid aluminum construction with diamond plate door and locking system. Storage compartment to contain stair system handrail while in transit. The components of the compartment shall be welded or bolted.
1	Stairs, high-traction tread covers	Step covers are fit over existing steps. Slightly rounded for snug fit on Bull Nose leading edges of stairs. Doubles OSHA's 0.5 guideline and exceeds ADA's 0.6 measure for Coefficient of Friction values. Exceeds guidelines even in wet or oily conditions.
1	Storage compartment, undercarriage	Individual 3/16 in. thick diamond plate aluminum doors on the curbside and streetside of the vehicle shall be furnished to provide access to holding tanks and equipment. The doors shall be hinged at the top. Means shall be provided to positively retain the doors in the open position. Doors shall be provided with replaceable weather seals to protect materials stored inside from weather. Each door shall be equipped with recessed, paddle type latches and key operated locks. Latches and locks shall be stainless steel.
1	Telephone, land line connection, 4 lines, location tbd	Land line phone wiring is to be installed, with pre-wired jack installed at a location to be determined by Department, so that land-line phone access is ready for Department's use and activation at our remote sites.
2	TV, flat screen, PC-HDMI, custom mount, Televisions provided by owner	The Department intends to use television monitor(s) to train and educate patients and staff or for telecommunications purposes. Specify resolution as well as diagonal measure flat screen LCD or LED-screen monitor, with adjustable mount that can be securely stored to ceiling and adjacent wall to prevent vibration or damage in transit. Replay capability must be present from computers, so that educational material can be played for viewers.
1	Undercoating, entire chassis	The entire underside of the body, including floor components, sides and panels below floor level and exterior compartments, shall be coated with fire-resistant and rust resistant material composed of asphalt, rubber, or other approved material applied by spray method.
1	Video, rear-view system with in-cab monitor	High resolution rear vision system for wide field-of-view to facilitate backing and merging into traffic. On-screen

EXHIBIT A
SCOPE OF WORK

32

Each	Item	Detailed Specification
		distance grid to assist driver in judging distance. Camera must function in very bright to minimal ambient light, with field of view of 115 degrees horizontal and 84 degrees vertical.
3	Wall, slide out, level floor	Each expandable side room shall extend out at least 30 inches or more. The interior height shall be 76 inches minimum. Each expandable side room shall consist of a rigidly constructed single assembly consisting of front, rear and sidewalls, floor and roof; all integrated to form a 5-sided, self-supporting box structure. The expandable room floors shall be level with the rear cabin floor, plus or minus 1/8 inch. An automatically expanding and retracting awning shall be furnished to protect each of the expandable side rooms from rain and snow infiltration. A gasket and wiper system shall be installed to prevent rain and snow infiltration. The expansion and retraction of the expandable side room shall be by use of two systems, one by manual cranking from the exterior and the other by a hydraulic system.
1	Wall, slide out, level floor, extended length	Each expandable side room shall extend out at least 30 inches or more. The interior height shall be 76 inches minimum. Each expandable side room shall consist of a rigidly constructed single assembly consisting of front, rear and sidewalls, floor and roof; all integrated to form a 5-sided, self-supporting box structure. The expandable room floors shall be level with the rear cabin floor, plus or minus 1/8 inch. An automatically expanding and retracting awning shall be furnished to protect each of the expandable side rooms from rain and snow infiltration. A gasket and wiper system shall be installed to prevent rain and snow infiltration. The expansion and retraction of the expandable side room shall be by use of two systems, one by manual cranking from the exterior and the other by a hydraulic system.
1	Water heater, undercounter	Tank-type water heater. No in-line heaters.
1	Water level monitoring system	Remote readings on digital instrument pad for water levels in all tanks, in 10 percent increments.
1	Water tanks & pump, 55 gal. minimum for each tank	Potable water pump to be self-priming, thermally protected, and include check valves rated to 200 psi to prevent cycling and backflow. Pump must run dry without damage for up to 200 hours. The water tanks shall be of proper capacity listed, with all internal plumbing lines to be rigid plastic pipe suitable for drinking water. All runs shall slope to low points to facilitate draining of the system. The runs shall be made in the sub-floor area to the maximum extent possible to minimize the risk of freezing. All other runs shall be freeze protected with a thermostatically controlled heating system. All drains shall be properly vented out to the side of the health van with louvered covers over the openings. The water supply system shall be designed and constructed to assure pure drinking water conforming to the following: National Sanitation Foundation International Standard 14 for ingredients, materials, products, quality assurance, and marking, National Sanitation Foundation International Standard 61 for taste, impurities and harmful chemicals in the system components. Freeze-stable tubing shall be furnished to conduct water throughout the system. Tubing shall be in

**EXHIBIT A
SCOPE OF WORK**

33

Each	Item	Detailed Specification
		accordance with NSF, ASTM F876 and ASTM F877. All fittings shall comply with ASTM F877 and CSA B137.5. Tubing shall withstand freezing without leaking or breaking. Tubing shall have a rated working pressure of 100 psi at 180 degrees Fahrenheit. All tubing joints shall be easily accessible for repairs through access panels. The tubing shall be installed behind the finished walls or below the sub- floor. No visible tubing in public areas shall be permitted. All other tubing runs shall be protected with a thermostatically controlled freeze protection heating system with accessible test points for each circuit. All drainpipes shall be A.B.S or P.V.C rigid plastic pipes. Drainage pipes shall be pitched for gravity flow to final disposal. All drainpipes shall be installed behind the finished walls or below the sub-floor. No visible pipes in public areas shall be permitted. Drainpipes shall be properly vented out to the side of the vehicle with louvered covers over the openings. Each plumbing fixture that has a drain shall be provided with a water trap. The water supply system shall be designed so that all contained water in the potable water holding tank and associated tubing can be drained. Drainage of the wastewater shall be through a 3- inch gate type dump valve. The vehicle shall be provided with a flexible sewage hose having a 20-foot length and a 3- inch diameter. The holding tanks shall be constructed of a corrosion resistant material. All holding tanks shall be securely mounted and supported. Tank level gauges shall be provided and located in the clinic area.
1	Wheelchair lift, undercarriage	An under-floor type wheelchair lift shall be furnished. The wheelchair lift shall stow under the clinic floor, leaving the doorway into the clinic clear. The enclosure shall protect the wheelchair lift from rain, snow and dirt. The wheelchair lift shall be constructed of steel and aluminum. The useable platform width shall be 30 inches minimum. The useable platform length shall be 45 inches minimum. Lifting capacity shall be at least 700 lbs. The wheelchair lift shall be hydraulic powered using a 12-volt direct current motor. A manual hydraulic pump back-up system shall be provided in case of electrical failure. The wheelchair lift shall have dual handrails. Safety interlocks shall be provided to prevent operation of the wheelchair lift, when the wheelchair door is closed. The wheelchair lift shall be furnished with a four button pendant control. The wheelchair lift shall comply with the Americans with Disability Act requirements.
1	Wheels, deluxe chrome liners	Wheels are to be trimmed with stainless steel covers, DOT approved, so that exterior wheels have finished appearance.
1	Wheels, rear tire inflation extenders	Provide a 4-hose air system designed for easy access to both inner and outer dual rear wheels for checking pressure or inflating tires. Hoses to be protected by flexible braided stainless steel and mounted to valve stems and outer chrome liners. All mounting brackets to be made of 304L stainless steel.
8	Windows, safety glass	Sliding windows with screens shall be furnished in all openings except entry doors. Window assemblies shall be properly aligned with complete seals to preclude water leakage and wind noise from entering the health van. Sliding

**EXHIBIT A
SCOPE OF WORK**

34

Each	Item	Detailed Specification
		window operation shall be smooth, with a maximum force of fifteen pounds required to move the sash in either direction. Latch operation shall be smooth with positive locking latches. At least one streetside side window shall allow for emergency escape, by means of durable, heavy-duty release latches located on each side of the window and below the window centerline. The window construction shall include exterior sash drains to prevent the entrance or backup of water into the clinic area or sidewalls. Drains of sufficient size shall be incorporated at the bottom of each sash that will allow drainage of the interior condensation to the exterior of the mobile health van. Window openings shall have reinforced structural headers and vertical uprights around the perimeter to maintain structural integrity of the body. The window openings shall have reinforced structural headers and vertical uprights around the perimeter for additional strength. Each window shall be gray tinted tempered safety glass, integral gutter and water drain hole, and have a 31 percent maximum light transmission tint. Each window, except the entry door, shall have a top-mounted, pleated pull-down blind that covers the entire window.
7	Window, décor valance	Upholstered covers for blind mechanism add decorative element to rooms with windows. Color/upholstery choices by Department.

MEDICAL EQUIPMENT SPECIFICATIONS

(quantities of items are accurately reflected in the following list which are to be supplied with the completed van)

Each	Item	Detailed Description
1	Blood draw chair	Clinton 66060
1	Centrifuge	Centrifuge, Drucker Horizon Mini-VES Clinical (\$1,660 allowance)
2	Curtain, privacy, fabric, white	Exam privacy curtain must be mounted on ceiling rail to sweep across room between patient and doorway. Curtain must be removable for cleaning.
1	Defibrillator	County supplied, LifeLine install
2	Exam, table paper, 21 in., 12/ctn	Provide one case of 12 rolls of 21 in. wide exam table paper.
1	Exam table, power, Ritter 224 barrier free	Ritter model model 224 exam table with upholstery. High-low table for easy access by patients. Dimensions 29.7 wide x 58.7 long, with powered lift from 18 in. to 37 inches above floor. Table length with footrest extended is to be 76.7 inches. Patient load capacity 400 lbs. Access step and stirrups included. Paper roll storage for one under the pillow with storage for 4 rolls under back section. Electrical requirements to be total unit rating 115 VAC, 60 Hz, 5 amperes, with hospital-grade duplex electrical receptacle, UL 60601-1, Can/CSA C22.2 No. 601.1-M90
1	Exam table, power, Midmark 630	Midmark model 630 barrier-free table with upholstery. 19-inch to 40-inch seat height adjustment. Power height, back, foot and tilt. Patient support surface length: flat position: 72". Flat position with headrest extended: 83". Stirrups are M+M3838 standard.

**EXHIBIT A
SCOPE OF WORK**

35

Each	Item	Detailed Description
		Patient load capacity 450 lbs. Rotation model available. Table width: 28". Foot extension: 18". Electrical requirements to be total unit rating 115 VAC, 60 Hz, 10 amperes, with hospital-grade duplex electrical receptacle, UL 60601-1, Can/CSA C22.2 No. 601.1- M90.
2	Light, table-mounted, adjustable LED-Midmark 253-012	Provide an exam table mounted LED bendable light pipe, with non-obtrusive head.
2	Light, table mounted	Table-mount, LED-Welch Allyn
3	Needle (sharps) container [Kendall 85161H]-85	Puncture resistant, disposable, permanent locking wall bracket, neutral colors, 13" x 4" x 11"
2	Otoscope/ophthalmoscope, wall mount, Welch-Allyn	Wall transformer with handle-based rheostats for light-intensity adjustments; contoured; and ABS housing. Optical sensor must automatically turn handles on when removed from cradles. Internal halogen lamp to provide light output. Lifetime warranty against manufacturing defects. Coiled cords to carry 10-year warranty against breakage during normal use. Entire unit to conform to UL 544; CAN/CSA C22.2 No. 125.
1	Resuscitator kit, demand valve, w/ cart, tank	Provided by owner
1	Selector	Dedicated outlet and securement for future dental cart
1	Specimen pass-through	A stainless-steel cabinet, approximately 5"w x 5"h x 4"d is to be placed between lab area and rest room. Each door must interlock the other, so that both pass-through doors cannot open at once.
2	Sphygmomanometer, w/cuff holder, Welch-Allyn	Unit to be manufactured with precision jeweled bearings; dial face individually laser-engraved white graphics on charcoal gray scale. Latex-free aneroid bellows to be phosphor-bronze with recessed dial to eliminate parallax. Must meet AAMI accuracy standard of ± 3 mm Hg. Built-in basket for storage of the inflation system, with 40° side-to-side swivel for clear viewing at all angles. Include one-piece blood pressure cuff, pre-treated with antimicrobial agent to resist bacterial growth. Luer lock to permit quick interchanges among various cuff sizes.
1	Stadiometer	Seca 2221814009
2	Stool, with back, pneu., MidMark 425	Hooded, silent, dual wheel casters on 5-legged exam stool for use across tile or carpet. Vinyl color coordinated to perfectly match exam table, with seat and back with foam padding and sewn-edge upholstery protected by a clear finish. Height to adjust with fixed-height rotation and collar to any height between 16½" to 23½" (41.9 to 59.7 cm). Base of polished cast aluminum.
2	Vital Signs, Welch-Allyn 67NXTP-B, BP, temp (w/install)	NIBP Multiple Patient Modes – Adult, Pediatric and Neonatal; 13 Automatic Blood Pressure Modes; high/low systolic, diastolic and pulse rate programmable alarms; 99 sets of built-in memory / Nellcor Pulse Oximetry – motion-tolerant; high/low saturation level programmable alarms; patient sensors / SureTemp Plus Thermometer – 4 second oral, 10-second pediatric

EXHIBIT A SCOPE OF WORK

36

Each	Item	Detailed Description
		axillary, 15-second adult axillary and 10-second rectal temperatures / Printer – integrated thermal printer.
2	Telescopic Height Rods.	One (1) each telescopic height rods for measuring height to be located in each exam rooms
2	Waste, Can	Detecto, Trash, Step-On, 24qt, 16" x 11.33" x 12.625"; stainless, white, or red; steel construction, heavy-duty foot pedal and linkage design, bag securing mechanism, self-closing lid; .

J. WARRANTIES, MINIMUM TO BE PROVIDED

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

Air conditioner, cab – 2 year, unlimited miles
Basic vehicle – 2 year, unlimited miles
Body structure – 20 years, 150,000 miles
Corrosion perforation – 5 year, unlimited miles
Diesel engine – 3 year, 150,000 miles

Drivetrain – 3 year, 150,000 miles
Emissions – 3 year, 150,000 miles
Frame/crossmember perforation – 3 year, unlimited miles
Generator – 1,000 hours, unlimited miles
Noise emissions – lifetime of the vehicle

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

K. QUALITY & WORKMANSHIP

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

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

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

L. TRAINING

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

SCOPE OF WORK

1. LIMITATIONS ON LIABILITY.

By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. INDEMNIFICATION.

By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. INSURANCE:

The recommended Proposer must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your submittal being deemed non-responsive.

The contracted Proposer shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- a) Proposal submittals should include, the Proposer's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, Proposer shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.
- b) Proposer shall email certificate that is compliant with the insurance requirements to Dustin Guinta at dguinta@pinellascounty.org. If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph. The certificate must name Pinellas County, a Political Subdivision of the State of Florida 400 S fort Harrison Avenue Clearwater, FL 33756, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.
- c) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County a Political subdivision of the State of Florida as an Additional Insured.

EXHIBIT B
INSURANCE REQUIREMENTS

39

- e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Proposer or their agent prior to the expiration date.,
- (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
- (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

EXHIBIT B
INSURANCE REQUIREMENTS

40

- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- (1) Workers' Compensation Insurance, (If delivery to County is provided).

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$ 1,000,000

- (4) Excess or Umbrella Liability Insurance, (If delivery to County is provided) excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits	
Each Occurrence General Aggregate	\$ 1,000,000
	\$ 1,000,000

- (5) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT C PAYMENT SCHEDULE

41

\$601,599 IS THE PRICE

10/13/22 - Only items below are included in quotation.

FRONT CABIN.....	1	Lavatory, w/towel, soap disp, mirror where applicable.....	4
Air compressor, Cummins 18.7cfm.....	1	Length, rear cabin-40 ft. incl 160cf storage loft.....	1
Alternator, 12V 160 amp.....	1	Lighting, ceiling, rear cabin, LED.....	1
Axles, front 14,000 lb, rear 40,000 lb tandem with interlock.....	1	Lighting, exterior, scene, high-intensity.....	3
Base cab-chassis Freightliner M2 106-ISL-3ALHCYFE4PDNV2487.....	1	Lighting, task, over counter.....	6
Batteries, dual 2,000 CCA, redundant battery system.....	1	Literature rack, 6 pocket, clear acrylic.....	3
Block heater, 1,000 watt/115 volt.....	1	Manual, operating, 3 USB copies.....	1
Braking retarder, high compression exhaust-type.....	1	Microwave, for break time.....	1
Braking, cam-type ABS air with slack adjusters.....	1	Photo panels.....	4
Cab, conventional, 106" BBC flat roof aluminum.....	1	Radio, AM/FM/BT, w/ceiling speakers.....	1
Emissions, US FMVSS Certified.....	1	Receptacle, 110 vac, exterior.....	1
Engine, Cummins L9 330 hp 1,000 lb/ft torque.....	1	Refrigerator, snack.....	1
Frame - 120,000 psi yield strength.....	1	Refrigerator, 2.6 cf, vaccine grade, undercounter.....	1
Fuel tanks, 42/50 top draw, 92-gal total, DEF 6-gallon.....	2	Rest room, ADA kit, handicap bars, high toilet.....	1
GVWR, 54,000 lbs (CDL required).....	1	Rest room, incl. low flow toilet.....	1
Mirror, dual heated remote with 8" convex.....	2	Rooms built with interlocking panels.....	1
Radio, AM-FM-WB-Bluetooth, USB, aux inputs.....	1	Seat, drafting.....	5
Safety kit, in-cab, DOT triangle, flares, and extinguisher.....	1	Seat, stacking, 350 lb. weight capacity.....	4
Seat, driver, high-back air suspension with arms.....	1	Seat, flip-up, single w/standard vinyl.....	2
Seat, passenger, 2-person mid-back vinyl with cloth.....	1	Seat, securement system.....	7
Suspension, front, 14,600 lbs., taperleaf, rear, 40,000 lbs. air ride.....	1	Shore power cord, 50 ft.....	1
Tax, federal excise [FET] (county exempt).....	1	Shore power, aluminum reel & box.....	1
Tires, front 16 ply 295/75R22.5-rear 14 ply 295/75R22.5 radial.....	10	Smoke/CO detector, battery.....	2
Transmission, Allison 3000 HS automatic.....	1	Stairs, entry, manual.....	1
Wheelbase range, 238" through 312"-51 in. spread.....	1	Stairs, handrail storage.....	1
Wheels, steel, 22.5x8.25 10-hub pilot.....	10	Stairs, high-traction tread covers.....	1
REAR CABIN.....	1	Storage/systems compartments, undercarriage.....	1
Alarm, burglar, with rear panic button, locations of panic buttons tbd.....	1	Taxes, permits, fees are the sole obligation of vehicle owner.....	1
Alarm, rear back-up.....	1	Telephone, land line connection, 4 lines, location tbd.....	1
Awning, acrylic, non-recessed w/brush guards.....	2	TV, flat screen, 1080p, PC (HDMI), provided by owner.....	2
Cabinets, Midmark, deluxe upgrade with solid surface countertops.....	1	Video, rear view system with in-cab LCD monitor.....	1
Ceiling, ABS plastic smooth tile.....	1	Wall, slide-out.....	3
Coffee maker, under counter.....	1	Wall, slide-out, extended length.....	1
Communications, CAT6, See Bid Specifications.....	1	Water heater, undercounter.....	1
Communications, printer, HP Officejet 6110, provided by owner.....	2	Water level monitoring system.....	1
Computer, laptops, HP 6530b notebook, by owner, LifeLine install/wiring.....	5	Water tanks & pump, fresh and waste, 55 gal. ea. MINIMUM.....	1
Door, interior & exterior w/ 90-180° hold open (except whl chr).....	2	Wheelchair lift, undercarriage.....	1
Door, pocket sliding.....	3	Wheels, deluxe chrome liners.....	1
Electrical, healthcare wiring (NEC 517).....	1	Wheels, rear tire inflation extenders.....	1
Electrical, 20amp, 22 receptacles total-See Bid Specifications.....	1	Window, décor valance.....	7
Exhaust, fan, one in each exam room to outside for negative pressure.....	2	Window, safety glass.....	8
Extinguisher, fire, in storage loft, additional in safety kit in cab.....	2	MEDICAL EQUIPMENT (all are allowances).....	1
Fans, oscillating, 10", wall mount for ventilation.....	2	Blood draw chair, Clinton 66060.....	1
Floor mat, recessed.....	1	Centrifuge, Drucker Horizon Mini-VES Clinical (\$1,660 allowance).....	1
Flooring, acoustical sub-floor.....	1	Curtain, privacy, fabric, white.....	2
Flooring, hospital-grade tile flooring.....	1	Defibrillator, County supplied, LifeLine install.....	1
Freight & delivery charges.....	1	Exam table paper, 21 in., 12/ctn.....	2
Generator, diesel, 20 kw, redundant usage.....	1	Exam table, Midmark 224 power, drwr heat, pelv tilt (w/install).....	1
Generator, diesel, 20kw with battery backup.....	1	Exam table, power Midmark 630 rotating, non-prog. arms (w/install).....	1
Generator, vibration reduction system.....	2	Light, table-mount, LED, Midmark 253-012.....	2
Graphics, exterior rear, custom (100% coverage).....	1	Needle (sharps), 5.4 qt, enclosure w/ 20 containers.....	3
Hook, clothing, pair.....	3	Oto/ophthalmoscope wall-mount, w/110 recept, Welch-Allyn.....	2
HVAC - air conditioning & heat 3-ton wall mount.....	2	Resuscitator kit, demand valve, w/ cart, tank by owner.....	1
HVAC - dual unit controller w/enhanced alarm & connectivity.....	1	Selector, dedicated outlet and securement for future dental cart.....	2
HVAC - HVAC cowl.....	1	Specimen pass-through.....	1
HVAC - UV-C light in-duct.....	1	Sphygmomanometer, hand-held, w/ adult-sized cuff, Welch-Allyn.....	2
HVAC - heating, diesel zoned (ea.).....	3	Stadiometer, Seca 2161814009.....	2
HVAC - undercarriage heating for water tanks.....	1	Stool, pneu. without back, MidMark 425.....	2
HVAC-UVC-HEPA filtration wall unit.....	4	Stool, pneu. MidMark 425, back accessory kit.....	2
Insulation, rear cabin.....	1	Vital Signs, Welch-Allyn 67NXT-P-B, BP, temp, w/ wall mount.....	2
Insulation, underfloor.....	1	Waste, Detecto, 24 qt, step on, stainless.....	3
Intercom, nurse-call, 5 rooms.....	1	WARRANTIES (see written warranty information).....	1
Landing gear, 4 pt. bi-axis, hydraulic push button.....	1		

EXHIBIT D
PAYMENT/INVOICES

42

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.