ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT
FOR A SWAT/NEGOТИATOR VEHICLE

THIS AGREEMENT ("Agreement") 2018.025 is made this 23 day of October 2018, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Lynch Diversified Vehicles (LDV), Inc., located at 180 Industrial Drive, Burlington, Wisconsin 53105, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties."

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

1.1. All work shall be in accordance with the attached RFP 2018.025 SWAT/Negotiator Vehicle and the Contractor's response to the RFP 2018.025 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.

1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date first shown above.

3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for
those services, the sum of Three hundred fifty-five thousand, nine hundred forty-eight dollars and zero cents ($355,948.00).

4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. INDEPENDENT CONTRACTOR: In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2) (b) (IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

6. NONDISCRIMINATION:

6.1. The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: $1,000,000
8.1.2. General Aggregate: $2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: $1,000,000 (each accident)
8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. **Workers’ Compensation Insurance:** Per Colorado Statutes

8.4. **Professional Liability Insurance:** to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: $1,000,000

8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. **Adams County as “Additional Insured”:** The Contractor’s commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. **Licensed Insurers:** All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this
Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. **Endorsement:** Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. **Proof of Insurance:** At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. **DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**

9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

10. **WARRANTY:**

10.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

11. **TERMINATION:**

11.1. **For Cause:** If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

11.2. **For Convenience:** The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this
Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

12. MUTUAL UNDERSTANDINGS:

12.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

12.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

12.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

12.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

12.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

12.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
12.7. **Force Majeure**: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

12.8. **Notice**: Any notices given under this Agreement are deemed to have been received and to be effective:

1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;

2) Immediately upon hand delivery; or

3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

**Department: Adams County Facilities and Fleet Management**
Contact: Mike Gutierrez (or) Rebekah Zamora-Arroyo
Address: 4955 East 74th Avenue
City, State, Zip: Commerce City, Colorado 80022-1535
Phone: 303-853-7051 or 303-853-7052
E-mail: MGutierrez@adcogov.org (or) RZamora-Arroyo@adcogov.org

**Department: Adams County Purchasing**
Contact: Anna Forristall
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6297
E-mail: AForristall@adcogov.org

**Department: Adams County Attorney’s Office**
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

**Contractor: Lynch Diversified Vehicles, Inc.**
Contact: Matthew Schwind
Address: 180 Industrial Drive
City, State, Zip: Burlington, Wisconsin 53105
Phone: 262-763-0147, ext 2429
E-mail: MSchwind@ldvusa.com

12.9. **Integration of Understanding**: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
12.10. **Severability:** If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

12.11. **Authorization:** Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

12.12. **Confidentiality:** All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 et seq. ("CORA"). The County does not guarantee the confidentiality of any records.

13. **AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:**

13.1. **Amendments or Change Orders:** The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.

13.2. **Extensions:** The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

14. **COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:**

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

14.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

14.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
14.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

14.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

14.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY
IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

ADAMS COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS

Chair  

Mary O'Leary  

Date  

10/23/18

LYNCH DIVERSIFIED VEHICLES, INC.

Signature  

10/18/2018

Date

Kurt Petrie  

President

Printed Name  

Title

Attest:  
Stan Martin, Clerk and Recorder

Deputy Clerk

Approved as to Form:  
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Racine

STATE OF Wisconsin SS.

Signed and sworn to before me this 18 day of November, 2018,

by Kurt Petrie

Notary Public

My commission expires on: 1-25-19

4565041 - V2 Revised 12/1/16

2016.025 LYNCH DIVERSIFIED VEHICLES
CONTRACTOR’S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

LDV, Inc. 10/18/2018
Company Name Date

______________________________
Signature

Kurt Petrie
Name (Print or Type)

______________________________
President
Title

Note: Registration for the E-Verify Program can be completed at: https://www.vis-dhs.com/employerregistration.

It is recommended that employers review the sample “memorandum of understanding” available at the website prior to registering.
REQUEST FOR PROPOSAL
COVER SHEET

RFP Issue Date: June 15, 2018
RFP Number: RFP-AF-2018.025
RFP Title: SWAT/NEGOTIATOR VEHICLE
RFP Questions Due: June 28, 2018 at midnight MT
Proposal will be received until: July 16, 2018 at 2:00 pm MT, (According to our Clock)
Adams County Government Center
Central Front Lobby
4430 South Adams County Parkway,
Brighton, CO 80601

For additional information please contact: Anna Forristall, Contract Specialist III
720-523-6297
aforristall@adcogov.org

Documents included in this package:
Proposal Instructions
General Terms and Conditions
Scope of Work (SOW)
Pricing Form
Contractor's Certificate of Compliance
Contractor's Statement
References Form
Vendor Information Form
Appendix A – Sample Agreement
Attachment 1
Attachment 2
1. PURPOSE/BACKGROUND: The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for the purchase of a SWAT/NEGO TiATOR VEHICLE as specified herein from a source of supply that will provide prompt and efficient service to the County.

2. SUBMISSION OF PROPOSALS: The proposal must be received before the due date and time as specified in this Solicitation. The Contractor is responsible for addressing the envelope as indicated below. If the submittal arrives late, it may be returned unopened. Address the envelope(s) as follows:

Mailing Address:
Adams County Government Center
Purchasing Division
4430 South Adams County Parkway
Brighton, CO 80601
ATTN: Anna Forristall
Contract Specialist III
RFP-AF-2018.025

Hand Deliveries accepted:
Adams County Government Center
First Floor Central Lobby Receptionist
4430 South Adams County Parkway
Brighton, CO 80601
ATTN: Anna Forristall
Contract Specialist III
RFP-AF-2018.025

3. All documents related to this RFP will be posted on the Rocky Mountain Bid System (BidNet) at: http://www.bidnetdirect.com/colorado/solicitations/open-bids

3.1. Interested parties must register with this service (free) to view and download these documents.

4. TERM OF AGREEMENT: This is a one year agreement with the option of two one year renewals.

4.1. OPTION TO RENEW FOR TWO (2) SUBSEQUENT YEARS: The prices or discounts quoted by the Contractor in its Proposal shall prevail for the first one year term of the Agreement, at which time the County shall have the option to renew the Agreement for two (2) subsequent one year periods and to negotiate price for each renewal term. Continuation of the Agreement beyond the initial period is a County prerogative and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County and upon budget approval.
5. CONTRACTUAL OBLIGATIONS

5.1. The successful Contractor will be required to sign an Agreement substantially similar to the Sample Agreement in Appendix A. The County reserves the right to add or delete provisions to the form prior to Agreement execution.

5.2. Issuance of this Solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.

5.3. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.

5.4. Contractor is responsible for reviewing the form Agreement and understanding the terms and conditions contained therein, including, but not limited to, insurance requirements, indemnification, illegal aliens, equal opportunity, non-appropriation, and termination.

5.5. Contractor's Response must state its willingness to enter into the form Agreement or Contractor shall identify and include any proposed revisions they have for the form Agreement. Any proposed revisions made by the Contractor after the County Notice of Intent to Award the Solicitation may be grounds for rescinding said Notice. The identification of willingness to enter into the standard Agreement is for general purposes at this time, but is part of the evaluation process and must be included. There may be negotiations on a project-by-project basis that provide further clarification.

5.6. Incorrect Pricing/Invoicing. As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its Agreement monitoring process or formal audit process, that material or services were priced/invoiced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

5.7. The County may, during the term of the Agreement and any extensions/renewals, request additional work at other locations throughout Adams County by the successful Contractor.

6. METHOD OF AWARD - It is the intent of the County to award an Agreement to the Contractor who provides the best value for Adams County.

6.1. Pricing MUST be submitted in a separate sealed envelope.

6.2. Evaluation criteria, other than costs, are evaluated first. After rating the written Responses, costs are then considered against trade-offs such as satisfaction of requirements in the Solicitation, qualifications, risk and incentives, and financial condition of the Contractor.
6.3. The County reserves the right to conduct negotiations with Contractors and to accept revisions of Responses. During this negotiation period, the County will not disclose any information derived from Responses submitted, or from discussions with other Contractors. Once an award is made, the Solicitation file and the Responses contained therein are in the public record.

7.7. Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Anna Forristall, Contract Specialist III, aforristall@adcoegov.org. The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is received by the County.

7. Any official interpretation of this RFP must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.

8. COOPERATIVE PURCHASING: Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, Contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

9. BUDGET: Budget will not be disclosed.

10. DEBARMENT: By submitting this proposal, the Contractor warrants and certifies they are eligible to submit a proposal because their company and/or subcontract(s) is/are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.
1. **APPLICABILITY:** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Proposal" or "Response") made to Adams County (hereinafter referred to as "County") by all prospective Contractors, bidders, firms, companies, publishers, consultants, or suppliers (herein after referred to as "Contractor" or "Contractors") in response, but not limited, to all Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitation" or "Solicitations").

2. **CONTENTS OF PROPOSAL**

2.1. **GENERAL CONDITIONS:** Contractors are required to submit their Proposals in accordance with the following expressed conditions:

2.1.1. Contractors shall make all investigations necessary to thoroughly understand the requirements of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.

2.1.2. Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County’s Purchasing Division’s Policies and Procedures and state and federal statutes. When conflicts occur, the highest authority will prevail.

2.1.3. Contractors are required to state exactly what they intend to furnish to the County in their Proposal and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor's Proposal, it shall be construed that the Contractor's Proposal fully complies with all conditions identified in this Solicitation.

3. **Equal Opportunity:** The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as Subcontractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in
the performance of any Agreement awarded to the Contractor, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the Agreement. If submitting a joint venture proposal, or a proposal involving a partnership arrangement, articles of partnership stating each partner’s responsibilities shall be furnished and submitted with the Response.

4. **Colorado Open Records Act:** All documentation submitted in response to this Solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act. C.R.S. 24-72-201 et. seq. ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this Solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked as such. The County does not guarantee the confidentiality of any record(s).

Careful consideration should be given before submitting confidential information to the County. The Colorado Open Records Act permits public scrutiny of most materials collected in this Solicitation process. Information that is reasonably considered proprietary should be clearly marked as confidential.

5. **CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS**

5.1. Where there appears to be variances or conflicts between the General Terms and Conditions, any Special Terms and Conditions and the Scope of Work/Specifications outlined in this Solicitation, the Scope of Work/Specifications, and then the Special Terms and Conditions, will prevail.

5.1.1. If any Contractor contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the Scope of Work/Statement of Work or any other portion of the Solicitation, the Contractor must submit a written request via email for clarification to the Point of Contact listed on the Cover Sheet of this Solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.

5.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Proposals are required. A copy of such addenda will be available at the Rocky Mountain E-Purchasing System (BIDNET) website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

5.1.3. **ADDENDUM/ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING RECEIPT OF ALL ADDENDUM/ADDENDA POSTED ON THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). EACH AND EVERY ADDENDUM SHALL BE SEPARATELY ACKNOWLEDGED ON THE CONTRACTOR’S STATEMENT FORM.**
5.2. PRICES CONTAINED IN PROPOSAL, DISCOUNTS, AND TAXES

5.2.1. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making an award. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty (30) days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

5.2.2. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.

5.2.2.1. Federal Identification Number: 20-1971780

5.2.2.2. State of Colorado Tax Exempt Number: 98-035669

6. SIGNING PROPOSAL AND COLLUSION

6.1. Contractor, by affixing its signature to the Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the County. The Contractor also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the County’s public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

7. PREPARATION AND SUBMISSION OF PROPOSAL

7.1. PREPARATION

7.1.1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Contractor must be initialed by the authorized agent of the Contractor.

7.1.2. Proposals must contain a manual signature of an authorized agent of the Contractor in the space provided on the Contractor’s Statement form. The Contractor’s Statement form in this Solicitation must be included in all Proposals. If the Contractor’s authorized agent fails to sign and return this form in its Proposal, the Proposal may be invalid and may not be considered.
7.1.3. The County logo is trademarked and property solely of the County. Contractors do not have permission to use the County's logo on any documentation or presentation materials and to do so would be a violation of the County's trademark.

7.1.4. Alternate Proposals will not be considered unless expressly permitted in the Scope of Work.

7.1.5. The accuracy of the Proposal is the sole responsibility of the Contractor. No changes in the Proposal shall be allowed after the date and time that submission is due.

7.2. SUBMISSION

7.2.1. The Proposal shall be sealed in an envelope with the Contractor's name and the Solicitation title and number on the outside. The County's Pricing Form, which is attached to this Solicitation, must be used when the Contractor is submitting its Proposal. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the Solicitation or in an addendum duly issued by the County. Only sealed proposals received by the Purchasing Division will be accepted; Proposals submitted by telephone, email, or facsimile machines are not acceptable.

7.2.2. Failure to provide any requested information may result in the rejection of the Proposal as non-responsive.

7.2.3. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal.

7.2.4. Contractor is responsible for ensuring their Proposal is received by the Purchasing Division prior to the deadline outlined in the Solicitation regardless of the method of delivery.

7.2.5. Contractors, which qualify their Proposal by requiring alternate Contractual terms and conditions as a stipulation for Agreement award, must include such alternate terms and conditions in their Response. The County reserves the right to declare a Contractor's Proposal as non-responsive if any of these alternate terms and conditions is in conflict with the County's terms and conditions, or if they are not in the best interests of the County.

8. LATE PROPOSALS

8.1. Proposals received after the date and time set for the opening/closing shall be considered non-responsive and may be returned unopened to the Contractor.

8.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
8.3. The County assumes no responsibility for a Proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside:

SWAT/NEGOTIATOR VEHICLE
RFP-AF-2018.025

8.4. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of County Commissioners to close the County offices.

9. MODIFICATION AND WITHDRAWAL OF PROPOSALS

9.1. MODIFICATIONS TO PROPOSALS. Proposals may only be modified in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the Proposals to be opened. Each modification submitted to the County’s Purchasing Division must have the Contractor’s name and return address and the applicable Solicitation number and title clearly marked on the face of the sealed envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the County’s Purchasing Division will be considered the valid modification.

9.2. WITHDRAWAL OF PROPOSALS

9.2.1. Proposals may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Proposals. Any withdrawal of a Proposal submitted to Adams County Purchasing Division must have the Contractor’s name, return address, and the applicable Solicitation number and title clearly marked on the face of the envelope and on the withdrawal letter.

9.2.2. Proposals may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If a Proposal is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor and may not accept any Proposal from the Contractor for a six-month period following the withdrawal.

10. REJECTION OF PROPOSALS

10.1. REJECTION OF PROPOSALS. The County may, at its sole and absolute discretion:

10.1.1. Reject any and all, or parts of any or all, Proposals submitted by prospective Contractors;
10.1.2. Re-advertise this Solicitation;

10.1.3. Postpone or cancel the process;

10.1.4. Waive any irregularities in the Proposals received in conjunction with this Solicitation.

10.2. REJECTION OF A PARTICULAR PROPOSAL. In addition to any reason identified above, the County may reject a Proposal under any of the following conditions:

10.2.1. The Contractor misstates or conceals any material fact in its Proposal;

10.2.2. The Contractor’s Proposal does not strictly conform to the law or the requirements of the Solicitation;

10.2.3. The Proposal expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;

10.2.4. The Proposal does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Proposal in accordance with the Solicitation; and/or

10.2.5. The Proposal has not been executed by the Contractor through an authorized signature on the Contractor’s Statement form.

10.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals.

11. ELIMINATION FROM CONSIDERATION

11.1. A Proposal may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.

11.2. A Proposal may not be accepted from, nor any Agreement awarded to, any person or firm who has failed to perform faithfully any previous Agreement with the County or other governmental entity, for a minimum period of three years after the previous Agreement was terminated for cause.

11.3. Any communications in regards to this RFP must go through the Adams County Purchasing Division only. Any contact with other County personnel or County Contractors may be cause for disqualification.

11.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.
11.5. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.

12. QUALIFICATIONS OF CONTRACTOR: The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the County requests. Such information includes, but is not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, Agreements cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional Proposals will not be accepted.

13. AWARD OF SOLICITATION: The County shall award this Solicitation to the successful Contractor through the issuance of a Notice of Intent to Award. All Contractors that participated in the Solicitation process will be notified of Contractor selection. No services or goods shall be provided, and no compensation shall be paid, until and unless an Agreement has been signed by an authorized representative of the County and the Contractor.

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I. INTRODUCTION

Adams County (County) is seeking proposals from qualified and experienced firms to provide a SWAT/NEGOTIATOR VEHICLE.

II. REQUIRED DOCUMENTATION

Failure to provide the required information may deem your submittal non-responsive.

Items which must be included in the response/submittal in order to be accepted and evaluated:

- RFP Response/Proposal
- W-9
- Pricing Form (In separate marked and sealed envelope)
- Contractor’s Certification of Compliance (Signature required)
- Contractor’s Statement (Signature required)
- References Form - Three (3) recent projects of similar size and scope or complexity
- Vendor Information Form
- One (1) marked ORIGINAL proposal, One (1) USB or CD with a single PDF formatted proposal and seven (7) paper hard copies of the proposal.

III. RESPONSE FORMAT

Failure to respond in the required format may deem your submittal non-responsive.

SUBMISSION OF PROPOSALS: ONE (1) hardcopy marked ORIGINAL, ONE (1) electronic original version (USB or CD with a single PDF formatted proposal document) and seven (7) PAPER COPIES of the proposal submittal. The Proposal must be received at the time and place specified on the first page of this Solicitation. Submittals should be prepared simply and economically providing a straightforward, concise description of the Contractor’s ability to perform the requirements of this Solicitation. Failure to submit the required number of copies may deem the Contractor non-responsive. The electronic copy shall be an EXACT reproduction of the original documents provided. All sections shall be combined into a single PDF electronic document.
PRICING MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. THERE MUST NOT BE ANY PRICING INFORMATION WITHIN THE HARD COPY PROPOSALS.

1. Provide Proposal submittal without reference to Adams County logo.

2. Proposal shall be in an organized and easy-to-find format.

3. Executive Summary - The executive summary should give in brief concise terms a summation of your submittal. Identify the points that make your firm uniquely qualified for this engagement.

4. Profile of the Firm (if applicable) – State whether your firm is local, national, or international.
   Also include the following:
   a. The Firm’s key contact name, phone number and email address for this project. (Your Firm’s “Project Manager”).
   b. The size of the firm and the size of the local office.
   c. Number and nature of the professional staff to be assigned to the project on a full-time basis.
   d. Number and nature of staff to be assigned to this project on a part-time basis.
   e. Identify the supervisory and management staff who will be assigned to the engagement. Provide resumes for each person that will be assigned to this engagement.
   f. Provide any substantiated complaints against the firm in the last three (3) years and any outstanding litigation.

IV. STATEMENT OF WORK:

2018 or CURRENT MODEL YEAR, CLASS 7 SINGLE AXLE SPECIFICATION FOR COMPLETE NEGOTIATOR VEHICLE.

PROJECT BACKGROUND:
The Adams County Fleet Department in conjunction with the Adams County Sheriff’s Office is seeking a qualified contractor to supply the County with a fully operational Negotiator Vehicle. Truck must conform to the specifications listed below as well as the included Exhibits.

V. STANDARD VEHICLE REQUIREMENTS

A. CAB/AXLE CONFIGURATION

1. Front Axle(s) Load: 12,000 lbs
2. Rear Drive Axle(s) Load: 23,000 lbs
3. Gross Vehicle Weight Capacity: 35,000 lbs
4. Bumper to Back of Cab w/total Length Determining BBC
   • Total Vehicle Length: 33 feet
   • Wheelbase : 236 inches ± 2"
   • Overall height may not exceed 11’
B. ENGINE

1. Diesel Engine Cummins L9 380 or Equivalent
2. Must Be 2018 Emission Certified
3. Highest CFM Air Compressor Available with Internal Safety Valve
4. Under Body After Treatment System Assembly
5. Vertical, Passenger Side, B-Pillow Mounted, Side of Cab and Exhaust Pipe
6. Engine After Treatment System Device, Automatic Over The Road Regeneration and Dash Mounted Regeneration Request Switch
7. Horton On/Off Fan Drive or Equivalent
8. Automatic Fan Control
9. Combination Full Flow/Bypass Oil Filter
10. Radiator to be Sized to Exceed the Cooling Needs of the Engine
11. Antifreeze To -34°F, Heavy Duty Coolant
12. Under Hood Air Cleaner
13. Minimum 1000 Watt/115 Volt Block Heater with Zero Start Indicator Light kit

C. TRANSMISSION

1. Allison 4500 RDS 6-Speed Class Automatic Transmission, CBSS and Prognostics with package 223
2. Allison Push Button Electronic Shift Control, Dash Mounted
3. Water to Oil Transmission Cooler

D. AXLE AND SUSPENSION

1. 12,000 Minimum Flat Leaf Front Suspension
2. 23,000 Single Rear Axle w/ Differential Lock, Driver Controlled
3. Rear Axle Ratio Specified for Truck to hold 75mph at 1400 RPM
4. 176 ft. Meritor Extended Lube or Equivalent Main Driveline with Half Round Yokes
5. 23,000 Minimum Air Bag Suspension

E. BRAKING SYSTEM

1. Air Brake Package
2. Factory Standard Air Disc Brakes Front & Rear
3. Factory Standard Brake Line Air Dryer with Heater to be Mounted Inboard on LH Rail
4. Reinforced Nylon, fabric Braid and Steel Braid Chassis Air Lines
5. Steel Air Brake Reservoirs
6. Heated Auto Eject Air Brake Tank Drains
F. Tires and Wheel

1. Accuride 28828 22.5x8.25 10- Hole Hub Pilot 2-Hand HD Steel Disc Wheels
2. MICHELIN XDN 2/11R22.5 16 PLY Radial Rear Tires
3. MICHELIN XZE 2/11R 22.5 G Load Range Radial Steer Tires
4. All Wheel Powder coated Black
5. Automatic tire chain system such as Roto Grip, or OnSpot, designed for the size and application of the vehicle. The chains will have an in-cab switch, allowing operator to deploy snow chains automatically. Chains to be installed on rear most axle.

G. Frame

1. 10 5/8 inch steel frame w/full insert – 120k psi yield strength
2. Frame Rail with minimum 2,800,000 RBM
3. Front Tow Hooks – Frame Mounted
4. Black, High Solids Polyurethane Chassis Paint
5. Grade 8 Threaded Hex Headed Frame Fasteners or Equivalent

H. Fuel Tank

1. 70 Gallon Minimum 120 Gallon Maximum
2. No Fuel Tank Screens
3. Davco Electrically Heated Fuel/Filter/Water Separator
4. High Temp Reinforced Nylon Fuel Line or Equivalent
5. DEF Tank Sized to Meet Engine Requirements

I. CAB/ Chassis Electrical

1. 12v 275 Amp 40 Si Quadra Mount Pad Alternator with Remote Battery Volt Sense or Equivalent
2. Minimum Batteries, Two (2) Group 31, 12 Volt Maintenance Free 950 CCA Threaded Stud
3. Single Battery Box Frame Mounted

J. CAB Exterior

1. Flat Floor Conventional Cab, or Body Builder Recommendations
2. LH and RH Exterior Grab Handles
3. Single Air Horn Roof Mounted
4. Single Electric Horn
5. Dual Aerodynamic Heated Power Mirrors with LH and RH Remote
6. LH and RH Convex Mirrors Mounted Under Primary Mirrors
7. Windshield Washer Reservoir without Fluid Level Indicator
8. Cab Color: Dark Black
9. Solid Mount Cab
10. Interested in over cab storage unit, unless A/C has to be mounted there
11. Blind Spot camera to include left and right sides
K. CAB Interior

1. Gray Vinyl Interior
2. Heater, Defroster and Air Conditioner
3. Denso Heavy Duty Air Conditioning Compressor or Equivalent
4. Power Windows
5. LH and RH Electric Door Locks
6. Triangular Reflectors without Flares
7. High Back Air Suspension Drive Seat w/armrest
8. High Back Air Suspension Passenger Seat w/armrest
9. Adjustable Tilt and Telescoping Steering Column
10. Touch screen controller for vehicle functions in the cab and rear
11. Radio/Siren Prep for current Sheriff’s radios
12. Driver and Passenger Interior Sun Visors
13. Intercom throughout vehicle
14. Navigation System and screens in the Cab and Body
15. Monitor for blind spot/rearview cameras in drivers headliner
16. Monitor in the passenger headliner for outside surveillance
17. 2 USB hookups to charge phones
18. Cup holders

L. Instruments and Controls

1. Primary and Secondary Air Pressure Gauges with Low Air Pressure Light ad Buzzer
2. Electronic Cruise Control with Switches
3. Programmable RPM Control – Electronic Engine
4. Engine Coolant Temperature Gauge
5. Transmission Oil Temperature Gauge
6. Engine Oil Pressure Gauge
7. AM/FM/Bluetooth
8. CB Provision with Antenna
9. Electric Windshield Wipers with Delay and Arctic Type Blades
10. Single Valve Parking Brake System with Warning Indicator

M. Other

1. Two (2) Sets of Operator, Service and Parts Manuals to be provided.
2. Four (4) keys Unless all Locks can be Keyed alike
3. Alarm system with two remotes
4. Maximum key allowance for vehicle

N. Service

1. Up to date computer diagnostic software will be provided for the engine transmission, anti lock brake system, body control system, and any other component capable of computer diagnostics.
Negotiator Truck Operational Requirement:

O. Exterior Of Body

1. The Exterior of the vehicle box must be aluminum
2. Two Power Roof Fans for Venting
3. Battery Box that is accessible on the outside of the vehicle with roll out drawer for easy maintenance
4. Basement storage on the full length of the vehicle with roll out drawers for easy access
5. Side entry main door must be at least 37 inches wide
6. The steps to the side entry door must be rated at 400 lbs
7. Exterior scene lighting on both sides of the vehicle
8. Generator with roll out drawer that is accessible from the outside of the vehicle for maintenance with a minimum 10kw
9. Generator must be located on the front passenger side on the lower part of the body.
10. Exhaust for generator must run parallel to the truck exhaust up B-pillar of the CAB
11. Red and Blue Integrated Emergency Lighting that is visible 360 degrees
12. Full length awning with lights on both sides and rear of the body
13. Awnings will have automatic retraction in wind
14. Floor Diesel Heater
15. Air-conditioning that will handle the full length of the vehicle
16. Back up camera system integrated with blind spot cameras
17. Entry door on the rear of the vehicle must be at least 52 inches
18. RV style open door holds
19. A fold out table or work station
20. 5 Dry Erase Boards on both sides of vehicle with locking doors. 3 driver side 2 passenger side
21. Roof mounted directional antennas for 2.4 GHZ and 4.9 GHZ
22. Auto Eject Battery Charge Hookup located on passenger side between cab and body side entry door
23. Exterior Body must be Dark Black to match the Cab
24. Level 3 Kevlar from the Driver/Passenger to the Rear
25. Handle bars at the rear door for entry/exit of vehicle
26. Steel or Aluminum Studs inside

P. Main Body Interior

1. Power outlets (20 amps) throughout the inside of the vehicle
2. Wiring throughout the vehicle must be 20 amps
3. Touch screen controller for vehicle functions in the cab and rear
4. The inside of the vehicle should be made of materials that prevent a static charge
5. LED lighting throughout the entire inside of the vehicle (Overhead and under/lin cabinet) Red/Green/White
6. LED lighting should have Low/Medium/High illumination
7. Explosive Magazine (2' width x 2' depth x 2' height) to federal specs. Located under bench seat rear passenger side corner
8. The work station should have flip up table and stow away seating
9. The work station should have a patch panel for antennas, HDMI, VGA, RCA, and Ethernet
10. White boards above the flip up table
11. Storage should have proper power source with surge protectors
12. All additional space in the vehicle should be made into storage areas for any additional tools
13. All storage should have straps to prevent movement while driving
14. Anti static and anti skid flooring
15. Cell phone USB receptacle next to each power outlet
16. Wi-Fi Capability throughout vehicle
17. Multiplexer patch panel similar to Extron Controller
18. 3 TV monitor screens on opposite wall of dry erase boards. Please see diagram

Q Warranty

Minimum One Year Full (100%) Parts and Labor Warranty Coverage of All Components as Indicated on engine Hour Meter or Odometer from the date the Standard Component WARRANTIES Included. Warranty information shall be broken out by sub-system covered components and coverage period.
Note: The awarded vendor is responsible for coordinating all sub-system warranties.

R Extra Items

1. Flight/Travel for two County employees, minimum of two times throughout the build process.
2. Please provide multi chassis options

S Evaluation Criteria and RFP Response Requirements:

Proposals will be evaluated on the following criteria. Please ensure that all criteria have been addressed accordingly. Criteria weighting will not be disclosed.

1. Technical Proposal (Standard Vehicle Requirements and Operational Functionality).*
2. Vehicle Maintenance Plan (required with proposal submittal)
3. Contractor Experience and Three (3) References
4. Project Costs**

*Contractors are required to submit vehicle design blue prints, vehicle design photos, maintenance plan and estimated vehicle delivery timeframes with their proposals.
**Cost Proposals MUST be submitted in a separate sealed envelope from Technical Proposals. Pricing should not be included with technical proposal responses. Failure to submit cost proposals separately may deem your submittal non-responsive.

END OF STATEMENT OF WORK

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REQUEST FOR PROPOSAL
PRICING FORM: 2018.025
(Submit in separate sealed envelope)

PRINT OR TYPE KEY CONTACT INFORMATION BELOW (Contractor's Project Manager):

Contractor Name ____________________________ Date ____________________________

Contact Person ____________________________ Title ____________________________ Phone ____________________________

Email Address ____________________________

Flight/Travel costs for two County employees, minimum of two times throughout the build process:

$______________________________

Total Submittal Price (Firm Fixed Fee without Travel costs):

$______________________________

Estimated completion date of SWAT/Negotiator Vehicle:

______________________________
Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached Agreement for services.

Contractor Name

Printed or Typed Name

Signature

Title

Date

Note: Registration for the E-Verify Program can be completed at: https://www.vis-dhs.com\employerregistration. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.
I have read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the Bid/Proposal is hereby submitted.

If any of the documents listed on the Cover Sheet are missing from this package, contact Adams County Purchasing. If you require additional information, call the contact person named on the Cover Sheet.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this Solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Bid/Proposal, (3) the Contractor will accept any awards made to it as a result of the Bid/Proposal submitted herein for a minimum of 120 calendar days following the date of submission.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF ADDENDA:

(List addendum numbers separately):

Contractor Name

Date

Authorized Signature

Printed Name

Title

Address

City, State, Zip Code

County

Telephone

Fax

Email

Pg 22
REQUEST FOR PROPOSAL
REFERENCE FORM

1. Company Name
   Address
   Contact Name & Phone
   Contact Email Address
   Project Name
   Project Date & Project Value

2. Company Name
   Address
   Contact Name & Phone
   Contact Email Address
   Project Name
   Project Date & Project Value

3. Company Name
   Address
   Contact Name & Phone
   Contact Email Address
   Project Name
   Project Date & Project Value
The Sample Agreement for Services is included in this Solicitation for informational and reference purposes only.

ADAMS COUNTY
SAMPLE PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this ___ day of _______________ 2018, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Company Name, located at Address 123, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

1.1. All work shall be in accordance with the attached RFP xxxxx and the Contractor’s response to the RFP xxxxx attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.

1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor’s performance under this Agreement.

3. TERM:
3.1. Term of Agreement: The Term of this Agreement shall be for one-year from DATE through DATE.

3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of:

4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. INDEPENDENT CONTRACTOR: In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2) (b) (IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

6. NONDISCRIMINATION:

6.1. The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor’s performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors’ performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.
   
   8.1.1. Each Occurrence: $1,000,000  
   8.1.2. General Aggregate: $2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.
   
   8.2.1. Bodily Injury/Property Damage: $1,000,000 (each accident)  
   8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. **Workers' Compensation Insurance:** Per Colorado Statutes

8.4. **Professional Liability Insurance:** to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
   
   8.4.1. Each Occurrence: $1,000,000  
   8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. **Adams County as “Additional Insured”:** The Contractor’s commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:
   
   8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. **Licensed Insurers:** All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. **Endorsement:** Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. **Proof of Insurance:** At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. **DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**

9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

10. **WARRANTY:**

10.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

11. **TERMINATION:**

11.1. **For Cause:** If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor
violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

11.2 For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

12. MUTUAL UNDERSTANDINGS:

12.1 Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

12.2 Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

12.3 OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County’s safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

12.4 Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
12.5 **Assignability:** Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

12.6 **Waiver:** Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party’s right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

12.7 **Force Majeure:** Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

12.8 **Notice:** Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County (department name)
Contact:
Address:
City, State, Zip:
Phone:
E-mail:

Department: Adams County Purchasing
Contact:
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone:
E-mail:

Department: Adams County Attorney’s Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6116

Contractor: Winner123
Contact:
Address:
City, State, Zip:
Phone:
E-mail:
12.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

12.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

12.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 et seq. (“CORA”). The County does not guarantee the confidentiality of any records.

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

13.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.

13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

14. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:
Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

14.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
14.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

14.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

14.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

14.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

Remainder of this page is left blank intentionally.
IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

BOARD OF COUNTY COMMISSIONERS

_________________________________________  ____________________________
Chair                                             Date

CONTRACTOR

_________________________________________  ____________________________
Signature                                      Date

_________________________________________  ____________________________
Printed Name                                         Title

Attest:

Stan Martin, Clerk and Recorder  ____________________________
                                    Deputy Clerk

Approved as to Form:  ____________________________

Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR’S SIGNATURE:

COUNTY OF ____________________________

STATE OF ____________________________ ) SS.

Signed and sworn to before me this ___ day of ____________________________, 2018,

by ______________________________________

_________________________________________

Notary Public

My commission expires on: ____________________________
(SAMPLE ONLY) CONTRACTOR’S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

________________________________________________________________________

Company Name                                                                 Date

________________________________________________________________________

Signature

________________________________________________________________________

Name (Print or Type)

________________________________________________________________________

Title

Note: Registration for the E-Verify Program can be completed at: https://www.vis-dhs.com/employerregistration.

It is recommended that employers review the sample “memorandum of understanding” available at the website prior to registering.
Inside benches are 17" tall by 22" deep
Storage above the benches (14" by 17" high) from the ceiling
Storage below the benches
Include a rear backup camera
Include driver and passenger side cameras
for lane changing- viewable on a small screen within the drivers cab.
REQUEST FOR PROPOSAL
ADDENDUM TWO

RFP Issue Date: June 15, 2018
RFP Number: RFP-AF-2018.025
RFP Title: SWAT/NEGOTIATOR VEHICLE
RFP Questions Due: June 28, 2018 at midnight MT
Proposal will be received until: July 31, 2018 at 2:00 pm MT, (According to our Clock)
Adams County Government Center
Central Front Lobby
4430 South Adams County Parkway,
Brighton, CO 80601

For additional information contact: Anna Forristall, Contract Specialist III
720-523-6297
aforristall@adcogov.org

CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING RECEIPT OF ALL SUBSEQUENT ADDENDA FROM THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). FAILURE TO ACKNOWLEDGE ALL ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. ADDENDUM/ADDENDA SHALL BE ACKNOWLEDGED ON THE CONTRACTOR'S STATEMENT FORM IN THE SPACE PROVIDED.
ADDENDUM #2

The purpose of this addendum is to answer Vendor submitted questions regarding RFP-AF-2018.025 SWAT/NEGOTIATOR VEHICLE.

1. Page 17, Section O. Exterior of Body, Item 24. – Will you accept materials other than Kevlar that meet Level 3 protection? Also, please clarify if the driver and passenger doors on the cab are required to have level 3 protection or are you only requiring the body to be protected. If the cab doors are included, do you require protective glass?
   A) As long as the material is consistent with level 3 protection, that is fine. What would that material be if it's not Kevlar? The cab does not need to be protected.

2. ATTACHMENT_2 – Attachment 2 shows a height of 11'5" and has a note that the overall height cannot exceed 11'. Please clarify overall height requirement.
   A) 11'

3. Are you requesting that the cab be armored with level 3 Kevlar as well as the body, or just the body?
   A) Just the body

4. Is the 11' roof height a negotiable item? When put on a full-size vehicle with roof top equipment this is a low height. Would 12'-12' 6" be acceptable?
   A) 11' is the maximum

5. Are you asking for a split system A/C (possibly partially located in the over cab attic) or are roof top A/C's acceptable?
   A) That is acceptable as long as the overall height does not exceed 11' and the interior head space is no lower than 6'6"

6. If you have the over cab attic storage the vertical exhaust will not be possible. Is it acceptable to run the exhaust under the body if you have the over cab attic space?
   A) Yes

7. You have asked for two (2) antennas (one 2.4 GHz and one 4.9 GHz). Can you please indicate what he intended use is on these antennas? There are different options for different uses and some of them are rigid and could greatly affect the overall vehicle height.
   A) This question/answer can be determined at a later date.

Please incorporate this information into your RFP response.
The Proposal due date and time shall remain July 31, 2018 at 2:00 p.m. MT

End of Addendum #2
REQUEST FOR PROPOSAL
ADDENDUM ONE

RFP Issue Date:       June 15, 2018

RFP Number:          RFP-AF-2018.025

RFP Title:           SWAT/NEGOTIATOR VEHICLE

RFP Questions Due:   June 28, 2018 at midnight MT

Proposal will be received until: July 16, 2018 at 2:00 pm MT,

PLEASE SEE THE INFORMATION ON THE SECOND PAGE OF THIS ADDENDUM

Adams County Government Center
Central Front Lobby
4430 South Adams County Parkway,
Brighton, CO 80601

For additional information please contact: Anna Forristall, Contract Specialist III
720-523-6297
aforristall@adcogov.org

CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING RECEIPT OF ALL SUBSEQUENT ADDENDA FROM THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). FAILURE TO ACKNOWLEDGE ALL ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. ADDENDUM/ADDENDA SHALL BE ACKNOWLEDGED ON THE CONTRACTOR'S STATEMENT FORM IN THE SPACE PROVIDED.
ADDENDUM #1

The purpose of this addendum is to change the due date and time regarding RFP-AF-2018.025 SWAT/NEGOTIATOR VEHICLE.

The new due date and time shall be:

**July 31, 2018 at 2:00 pm MT** (time per our clock),
Adams County Government Center
Central Front Lobby
4430 South Adams County Parkway,
Brighton, CO 80601

Please incorporate this information into your RFP response.

End of Addendum #1
RFP-AF-2018.025 SWAT/NEGOTIATOR VEHICLE

Due: July 31, 2018 2:00 PM MT

Original Proposal

Contact: Rick Zinnen 262-757-2432

180 Industrial Drive, Burlington WI 53147
Phone (800) 558-5986, FAX (800) 329-2538
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Vendor Information Form ................................................

Price (Listed Separately in a Sealed Envelope) ........................
July 25, 2018

Adams County Government Center
Purchasing Division
4430 South Adams County Parkway
Brighton, CO 80601
ATTN: Anna Forristall

RFP Number: RFP-AF-2018.025

LDV is submitting the following proposal for a SWAT/Negotiator vehicle for the Adams County Sheriff's Office. If awarded this contract LDV will manufacture this vehicle to the same level of quality as the EOD truck that was delivered in January of this year.

We ask that when reviewing the responses from each vendor, you take the following points into consideration:

- **References:** History is the greatest indicator of success. We encourage you to contact references for feedback on each vendor's performance, quality, project timeliness and after delivery support. We also recommend you make site visits to each vendor's facilities before awarding the contract to get a firsthand view of their capabilities, staffing levels, and expertise to successfully complete this project. LDV has been in the specialty vehicle industry since 1977 and the SWAT/Negotiator category since 1985. We included 3 references with our response as required and Shane Heiter was our main point of contact for the build of the Adams County Sheriff's Office EOD truck project.

- **Specification Compliance:** LDV's proposal is based on the specifications that were provided with the RFP. Often times there is a difference of thousands of dollars between an RFP, specification as written and the response specifications provided by vendors. LDV has included detailed specifications with our response that list the materials that will be used to build the SWAT/Negotiator vehicle. Of particular importance is the touch screen control requirement in the RFP specifications. LDV believes this to be a vehicle automation system similar to what was installed in the new EOD truck. Our response includes the same system we installed in that vehicle, having the same system in the SWAT/Negotiator vehicle will reduce cross training requirements for operators. We strongly recommend that you verify any system offered by other vendors will perform at a level that meets your expectations. We also urge you to require all vendors provide detailed specifications as opposed to a simple line item list to allow you to complete an in-depth comparison of all proposals.

www.LDVUSA.com
• **CAD Drawings:** LDV has included scaled drawings with our response. The LDV drawings are based on our interpretation of the RFO specifications and we will work with ACSO to modify the design to meet their needs. The drawings provided are to scale and show an accurate representation of the interior space of the vehicle. LDV takes great pride in supplying accurate drawings with our response that show a true representation of what the finished vehicle will look like.

• **Service:** LDV takes great pride in our long-standing reputation for exceptional after-sales support and service. We stand by our products and respond to every call 24 hours a day. With specialized technical knowledge and unmatched expertise, LDV Service Team members speak directly with our clients to trouble shoot any potential problem and provide immediate solutions. LDV delivers roughly 50 vehicles per month across the continental US, which means an LDV Service Team technician is always nearby.

• **ISO 9001:2008:** LDV is ISO certified and we have included a copy of our certification with our response. ISO certification is critical for this project as it will ensure you are working with a reputable company that has standardization and quality control processes in place.

• **Chassis Option:** LDV will provide a Kenworth chassis for this project at the same cost as the Freightliner M2 listed in our response specifications. We will provide Kenworth chassis specifications upon request.

Thank you for your consideration. Please contact me with questions or if you require additional information.

Sincerely,

Rick Zinnen
Senior Sales Specialist
LDV, Inc.
Telephone: (262) 757-2432
Mobile: (262) 206-9297
Email: rzinnen@ldvusa.com

www.LDVUSA.com
Past Performance and References

LDV has successfully designed and built over 20,000 mobile command and related vehicles during our 35 years in the Mobile Command Business. LDV has provided such vehicles through our GSA contract to Local, State, and Federal Government customers since 1993. LDV is confident that we have the depth of knowledge in our experienced staff and commitment to exceeding customer expectations to make this a successful project. In addition to the specific references listed below, LDV’s website showcases mobile command vehicles that we have manufactured in recent years.

Please visit www.ldvusa.com for additional information on LDV’s broad experience and capabilities.

- San Antonio Police Department SWAT Vehicle
- San Antonio Police Department Hostage Negotiation Vehicle
- Florida Department of Law Enforcement SWAT Vehicle
Project Name: San Antonio PD (TX) Mobile SWAT Unit
LDV Model No.: C31SWT-10
Amount: $156,920.00
Contact Information: Sgt. Edward Klauer
10303 Toolyard / BESD / Fleet Acq. Bldg. 2
San Antonio, TX 78233
Phone: (210) 414-5404
Email: Edward.Klauer@sanantonio.gov

This customized vehicle was built upon a 2016 Dodge RAM S500 HD chassis powered by a 6.7L I-6 OHV Turbo Diesel engine with a 6 speed automatic transmission. Custom lighting throughout the interior of the vehicle based upon customer's specifications and needs. Bench seating along with custom fabricated cabinetry are fitted within the interior of this vehicle. Also there are exterior storage compartments allowing for maximum utilization of space. HVAC and Electrical system along with a diesel 7.5-kW 120 volt AC generator allow this vehicle to sustain all power needs for a variety of electronic equipment. Manufacturing of this unit was completed at LDV's manufacturing plant, located at 180 Industrial Drive, Burlington, WI.
Project Name: San Antonio Police Department (TX) Mobile Hostage Negotiation Vehicle
LDV Model No.: C36MCC-10
Amount: $555,481.00
Contact Information: Sgt. Edward Klauer
10303 Tullyard / BESD / Fleet Acq. Bldg. 2
San Antonio, TX 78233
Phone: (210) 414-5404
Email: Edward.Klauer@sanantonio.gov

This vehicle was built upon a Freightliner M2 102 conventional cab single rear axle truck chassis. Powered by a Cummins ISL diesel engine capable of producing up to 350 HP paired with an Allison 3000 EVS Automatic transmission. The body on this truck was approximately 26 feet long by 102” wide. This vehicle was fitted with steel plate armor 5/16” thickness Level III / CEN B-6 protection from 7.62x51 M80 ball @ 2700-2800 fps and lesser threats. This vehicle also features walk through access from rear portion of vehicle to cabin. This vehicle features remote keyless entry with an exterior weatherproof programmable numeric keypad. Custom cabinetry completed meeting customer’s specification for grey on request or natural finish oak. A zone defense rear camera allows for flawless operation in tight places when backing up the vehicle. With the vehicle is a custom galley with a mini fridge, and coffee maker. HVAC system allows for complete climate control within the vehicle. Electrical system is designed for a wide assortment of different electronic equipment to be used as well as the being fitted with Whelen emergency lighting. On the roof there is a tempest 2200 series telescoping pneumatic mast allowing for observation equipment to be utilized. Furthermore, there is a prewired telephone system and computer networking equipment through the entire vehicle. On the exterior of the vehicle we installed an automatic awning system as well as roof access which allows for a variety of mission needs to be fulfilled. Lastly there is an automatic leveling system as well as multiple exterior storage compartments. Manufacturing of this unit was completed at LDV’s manufacturing plant, located at 180 Industrial Drive, Burlington, WI.
Project Name: Florida Department of Law Enforcement Mobile Swat Vehicle
LDV Model No.: C28SWT-10
Amount: $155,711.00
Contact Information: Lawrence Andres
400 S Monroe St.
Tallahassee, FL 32399
Phone: (305) 216-0351
Email: LawrenceAndres@fdle.state.fl.us

This vehicle was built on a 2016 Dodge Ram 5500 HD Chassis. Load space was approximately 83" high x 93" wide and 18' long custom all aluminum dry van body. Features walk through access from the cab to the body and outfitted with custom lighting throughout. Custom cabinetry and seating are designed and installed throughout the vehicle meeting the customer's specific needs. Vehicle also comes with a HVAC system as well as electrical system. On the roof there is a Havis Shields KR-SB-1135 telescoping remote angle light pole with 500 watt lights. Exterior storage compartments are installed throughout along with a customized awning that is approximately 14' long. There is a generator outfitted on this vehicle allowing for electronic devices as well as all vehicle electronics to be run without the primary engine having to be started. Manufacturing of this unit was completed at LDV's manufacturing plant, located at 180 Industrial Drive, Burlington, WI.
RFP-AF 2018.025
SPECIFICATIONS FOR:

ADAMS COUNTY SHERIFF (CO)
SWAT / NEGOTIATOR VEHICLE
LDV MODEL #C32HNT-33832-17

DATE
JULY 27, 2018
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For complete chassis specifications, see attached Freightliner Chassis Specifications

Variance on chassis bid specifications per Freightliner Corporate:
- Section C Transmission will be a 4500 EVS for emergency type vehicles, per Freightliner the RDS is for construction service.
- Section D.1 Suspension Freightliner offers is the 12k dual taperleaf.
- Section D.3 Cummins Engine Company recommends that the desired cruise speed RPM be in between 1875 to 2000.
- Section F.5 LDV will provide pricing for the installing of tire chains
- Section J.9 Cab mounts are quoted as air mounts for this specification
- Section M.3 Alarm system and remotes are not a Freightliner option. (LDV, will provide pricing in quote)
- Section N.1 Not a Freightliner option. (LDV, will provide pricing in quote)

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<td>1.02</td>
<td>1</td>
<td>US DOT triangle reflector kit with three (3) triangles, for compliance with FMCSA regulations. Includes plastic storage case. Kit will be shipped loose in the vehicle.</td>
</tr>
<tr>
<td>1.03</td>
<td>1</td>
<td><em>Insta-Chain</em> automatic ice chains. Includes two (2) 12-chain wheels, auxiliary air system and a dash control switch for air cylinder activation of the system.</td>
</tr>
</tbody>
</table>

NOTE:
- Chains to be installed in rear most axle.

2.00  |  |  
2.01  | 1  | Load space area shall be 77" high (ID) x 93" wide (OD) x 22' (ID) long custom all aluminum dry van body with the following: |
<p>|      |     | - Construction: (.050) Pre-painted <strong>black</strong> aluminum panels with aluminum &quot;Z&quot; posts on 16&quot; centers sides and front wall |</p>
<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.02</td>
<td>1</td>
<td>Two (2) 26&quot;-inch wide swinging rear doors with interior and exterior latches, exterior latch has key lock.</td>
</tr>
<tr>
<td>2.03</td>
<td>1</td>
<td>37&quot; wide x 82&quot; high 0.125&quot; aluminum sedan door with 21.5&quot; wide x 25.5&quot; high fixed window. Door shall have continuous stainless steel piano hinge, two (2) nylon door straps and an aluminum drip rail.</td>
</tr>
<tr>
<td>2.04</td>
<td>2</td>
<td>Custom fabricated door holder, manually operated to hold door in fixed open position. <strong>NOTE:</strong> Side entry door and rear doors</td>
</tr>
<tr>
<td>2.05</td>
<td>2</td>
<td>Exterior heavy-duty fluted aluminum grab handle with rubber inserts and chrome plated stanchions installed at entry door. <strong>NOTE:</strong> Mounted to rear doors.</td>
</tr>
<tr>
<td>2.06</td>
<td>1</td>
<td>24&quot; Single C manually operated exterior entrance step X053W951247 (or current model).</td>
</tr>
<tr>
<td>2.07</td>
<td>1</td>
<td>30&quot; wide aluminum flip-down step on rear bumper with diamondback planking step surface. Step shall have cam lock to secure step while vehicle is in motion. Bumper to have additional intermediate aluminum step to reduce the step height into the vehicle from bumper to floor level.</td>
</tr>
<tr>
<td>2.08</td>
<td>1</td>
<td>Maxxima LED Round combination stop/tail, turn and reverse lights.</td>
</tr>
<tr>
<td>2.09</td>
<td>1</td>
<td>Entire underside shall be undercoated. Includes chassis, floor extrusions, step wells and aluminum compartments.</td>
</tr>
<tr>
<td>2.10</td>
<td>1</td>
<td>LDV rear mud flaps. Includes anti-sail brackets when required.</td>
</tr>
<tr>
<td>3.00</td>
<td></td>
<td>PAINT / GRAPHICS:</td>
</tr>
<tr>
<td>3.01</td>
<td></td>
<td>Body base color shall be black</td>
</tr>
</tbody>
</table>
**INDEPENDENCE ONYX INTERIOR:**
- Wall Covering: #66 Silver Smooth FRP
- Ceiling Fabric: Silver Mist
- Floor Covering: #150 Onyx PVC Flooring
- Office Chairs: Black
- Vinyl Coverings: #WH1-2140 Whisper Black
- Cabinets: #EBT-2-2002 Black Powder Coated Aluminum available in RAL-7035 Grey on request.
  (refer to Cabinet Section for material detail)
- Counters and Tables: #4880-38 Carbon Mesh Laminate
  (refer to Cabinet Section for material detail)
Note: Manufacturer reserves the right to substitute equivalent materials.

**DRIVER / PASSENGER CAB AREA:**
- Vehicle height sign on dash.
- Vehicle shall have a Final Stage Vehicle Certification and Altered Vehicle Certification as required by Federal Motor Vehicle Safety Standards (FMVSS) 49 CFR Part 567.5 and 567.7
- Payload sticker in cab area with vehicle axle load ratings and available axle payload as built.

**WALLS, CEILING AND FLOOR:**
- Install wood furring strips on interior body side posts and roof supports to provide space for the installation of insulation, conduit and electrical boxes.
- Insulate walls with a minimum of 2-1/2" of fiberglass insulation. Cover interior body side posts with 1/2" plywood sub wall.
- Cover sub wall with smooth finish Kemlite 0.075" fiberglass reinforced plastic (FRP) lining. Wall covering shall be a continuous piece front to back, no seams acceptable.
- Level 3- Kevlar panels installed around interior perimeter walls of the body.
- Insulate ceiling with a minimum of 2-1/2" of fiberglass with an R-11 rating. Cover interior roof supports with 1/2" plywood.
- Cover sub ceiling with Vee Lok 17-oz. ribbed loop pile fabric.
- Floor underlayment to be 5/8" exterior grade tongue and groove structural plywood, 8 ply, face veneer plugged and sanded.
- Lonsel/Loncoin II Flecks 150 Onyx non-skid commercial grade PVC flooring. The flooring shall be continuous, one piece full length, full width, no seams.
- Vinyl cove molding (mop board) at base of wall, 2-1/2" high. Installed where required.
- All bulkheads shall be covered with Kemlite 0.075" FRP. Trim exposed edges of bulkheads with rounded anodized aluminum trim where applicable.
- Cover rear load space entry doors with material to match interior. Doors shall have 10" high 0.100" bright aluminum tread plate kick plate at bottom and heavy-duty rubber grab handles. Install gas charged lift/support cylinder on each rear door to hold doors open at 90°.
- Cover load space door with powder coated aluminum panel with heavy-duty rubber grab handle.

**NOTE:**
- Powder coat color will be black.
<table>
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<th>Item</th>
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<tbody>
<tr>
<td>7.00</td>
<td></td>
<td><strong>SEATING:</strong></td>
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</table>
| 7.01 |     | Fabricate and install hinged bench seating as shown on drawing. Bench seat cushions shall be covered in heavy-duty vinyl.  
**NOTE:**  
- Added head rests above bench seating  
- Ducting for HVAC run through seating base |
| 7.02 |     | **BENCH SEAT REQUIREMENTS:**  
- Foam for seat backs and bottoms shall be firm density.  
- All bench seating material must meet Federal Motor Vehicle Safety Standards part 571.302 Flammability of Interior Materials.  
- Material corners shall be squared or angled to fit precise cut of foam.  
- Foam shall be bonded to plywood backer with industrial grade adhesive.  
- Attachment of fabric/vinyl to backer shall utilize industrial grade upholstery staples. |
| 8.00 |     | **CABINETS:** |
| 8.01 |     | Custom fabricated aluminum cabinets located as shown on drawing. Cabinet specifications:  
- Base cabinets constructed of 0.080" powder coated aluminum with anodized aluminum frames.  
- Base cabinet doors are double shell, formed from a single sheet of 0.080" aluminum, with a 0.040" aluminum door back attached.  
- Overhead cabinets constructed of 0.064" powder coated aluminum with anodized aluminum frames.  
- Overhead cabinet doors are double shell, formed from a single sheet of 0.064" aluminum, with a 0.040" aluminum door back attached.  
- Overhead cabinet doors swing up. |
| 8.02 | 12  | Gas spring lift supports on overhead cabinet door. |
| 8.03 |     | Aluminum closet, up to 24". |
| 8.04 | 2   | Magnetic dry erase board framed in aluminum. Includes aluminum clip frame for easy board replacement, sized as required. |
| 8.05 | 1   | **Explosive magazine:**  
One (1) 18" W x 22" D x 24" H Type 3 Class ABC, ATF Spec Steel Day Box. Door will open out from the 18" width like cabinet style. (ID 16" x 22" x 23"). Day boxes will be constructed of 11 gauge steel exterior with 3/4" plywood on all sides. Approximate weight per unit: 190 lbs |
| 8.06 |     | Countertops shall be covered in 0.040" Wilsonart laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding. |
| 8.07 |     | Flip down work station counter covered in 0.040" Wilsonart laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding. |
| 8.08 | 4   | Removable table leg bases for flip down work station. |
| 8.09 | 1   | 120/240Vac Control Center. 12Vdc power panels, master disconnect switch and auto resetting breakers shall be located in cabinet as shown on drawing. |
| 8.10 | 10  | 1" wide strap with metal buckle to secure items on shelves for transit. |
| 9.00 |     | **HVAC SYSTEM:** |
| 9.01 | 2   | *Fan-tastic* Vent model 1250 3-speed reversible 12" power roof ventilator. |
| 9.02 | 1   | *AirCiel* Two Ton High Efficiency™ stage 2 basement Air Conditioning unit with Heat Pump, 115 VAC, 60 Hz, 1 Phase.  
Features: Two high-efficiency compressors in a single packaged unit. It automatically cycles on one or both compressors, as required, to meet your air conditioning or heating needs. In the
heating mode, the Two Ton High Efficiency™ Heat Pump uses electricity to provide heat when temperatures are moderate.
- 46515-811/CRV# 69859 – Two Ton, Hi-Eff pkg. HP
- 8536A3351/CRV# 66394 – 2 stage Thermostat
- 6795C4351/CRV# 69861 – Lifeline Package
- Running Watts 2950: (Cooling) A.R.I. Standard Condition (60 F. DB/67 F. WB Indoor, 95 F. DB Outdoor at 103.5 VAC)
- Running Watts 2630: (Heating) A.R.I. Standard Condition (70 F. Indoor, 47 F. DB/43 F.WB Outdoor at 115 VAC)
- Compressor Locked Rotor Amps 63.0
- Electronic Thermostat Set Temperature Range 40 F. to 90 F.
- Metering Device Bi-Flow Restrictor
- Refrigerant Charge (R-410A) 32.50 oz. each system 32.50 oz.
- Evaporator Air Delivery (CFM) 600 @ .4 External Static
- Installed Weight (pounds) 200

**NOTE:**
Includes custom chase for ducting

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<tr>
<td>9.03</td>
<td>1</td>
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</table>

**AC ELECTRICAL SYSTEM:**

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<tr>
<th>Item</th>
<th>Qty</th>
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</table>
| 10.00 | 1 | **Onan** Commercial Quiet Diesel 10-kW generator model 10.0 HDKCC-42345 (or current model) mounted in a custom fabricated all aluminum compartment. Generator features:
- Computer-controlled constant speed operation
- Unique sound-controlled housing encloses cooling system and muffler (69 dB(A) @ full load measured at 10 feet)
- Three-point, fully focalized internal mounting system
- Service and maintenance points accessible through easy-latch side service door
- High quality, pure sine wave electrical output maximizes sensitive equipment performance
- Typical Gal/hr fuel consumption: No load = 0.11, Half load = 0.48, Full load = 1.20
Compartment shall be constructed to the following specifications:
- Compartment shall be constructed from 0.187" aluminum with all welded seams.
- Compartment shall have 0.125" aluminum 2" box pan doors and 0.125" aluminum frames.
- Door frames shall be riveted to the body and welded to the compartments.
- Doors shall have stainless steel hinges attached to the doors and door frames with stainless machine screws.
- Doors shall have slam latches and flush mounted handles.
- Doors shall have 0.100" aluminum treadplate panels on interior surfaces.
- Doors shall be held open in a 90° position with gas charged lift/support cylinders.
- Doors shall be sealed with industrial grade neoprene gasket. |
| 10.02 | 1 | Slide out shelf for Kohler 15, or 20-kW diesel generator. |
| 10.03 | 1 | Generator exhaust routed to roof. |
| 10.04 | 1 | **ACData** AC2060 surge suppressor for protection of entire AC power system. Product features:
- UL listed: UL1449 3rd Edition
- LED visual verification of status |
<p>| 10.05 | 1 | LDV exclusive Intel-L-Touch™ vehicle automation control system. |</p>
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<tr>
<th>Item</th>
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<th>Description</th>
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</thead>
</table>
|      |     | The multiplex controlled power and data electronics system is incorporated into a common touch screen with the ability to distribute and control strategic on board systems. It also simultaneously allows distribution of the information to multiple onboard control/monitoring stations. This system simplifies start up procedures, contains fewer operating components, reduces operational start-up time, reduces the total amount of wiring in the vehicle and has error detection protocols and troubleshooting features. Multiplex system features:  
  - Two (2) 10" LCD touch screens with custom graphics for control and monitoring at separate control stations  
  - Touch pads with custom graphics for local control  
  - AC power distribution control and monitoring for the generator with power management  
  - DC power distribution control and monitoring  
  - Manual or automatic generator control  
  - HVAC and temperature control.  
  - Lighting control Day/Night mode  
  - Automatic power transfer switches  
  - Automated startup and shutdown procedures  
  - Seamless control of generators, lighting, awnings and additional devices  
  - Mast control  
  - Safety interlocks  
  The system is completely upgradeable with power modules located throughout vehicle. Additional components may be added to system with a simple software modification. |
| 10.06 | 1 | Kussmaul Auto Eject 20, 20A-120Vac shore power inlet with 25-ft. 20A-120Vac shore power cord. #091-20WP-120RD. |
| 10.07 | 8 | 20A-125Vac duplex receptacle with dual USB charging ports. Receptacle is not dedicated to any installed equipment. |
| 10.08 |     | **AC WIRING REQUIREMENTS:**  
  - All AC main wiring shall be stranded THHN wire and run in non-metallic Carlon Carflex liquid tight conduit.  
  - All AC branch circuit wiring shall be stranded THHN wire (AWG 12 minimum) and run in non-metallic Carlon Carflex liquid tight and Carlon Flex-Plus blue ENT conduit.  
  - All electrical circuits and appliances shall conform to applicable national electrical codes. |
| 11.00 |     | **DC ELECTRICAL SYSTEM:** |
| 11.01 | 10 | Light, Orion 6” LED, neutral white / red with polished bezel.  
**NOTE:**  
LED lighting low/medium/high illumination |
| 11.02 | 6 | Red (or white) and green under cabinet LED lights. |
| 11.03 | 12 | Whelen 810 Series white quartz halogen scene light with 8-32° optics, model number 810CA0ZM.  
**NOTE:**  
Location:  
Five (5) Street side  
Five (5) Curb side  
Two (2) Rear |
| 11.04 | 1 | Combination 12V / USB power port.  
**NOTE:**  
Location: Cab center console |
### 12VDC WIRING REQUIREMENTS:

- 2-gauge minimum copper stranded battery cable shall be used for 12Vdc main supply lines. All cable runs shall be full length, no splices. All cable terminals shall be staked and soldered. All cable shall be enclosed in convoluted polyethylene tubing and the ends of the cable shall be sealed with color-coded shrink-wrap identifying the function of the cable.
- All added electrical branch circuits shall be protected from over-current by resettable circuit breakers appropriately rated for the load. Only circuit breakers shall be used in the installation of added electrical branch circuit wiring (plug type fuses are unacceptable).
- Circuit breaker functions shall be identified by engraved or printed labels.
- All added wiring for load runs of AWG 10, 12, 14, and 18, shall conform to MIL-W-16878/2 and/or UL1007/1589
- All added wiring for load runs of AWG 8, shall conform to MIL-W-16878/3 and/or UL1028
- Wire terminals for added circuits must conform to MIL-T-7928. Terminals shall be insulated, insulation grip, TYPE II, CLASS 2 and shall be crimped with tooling recommended by the terminal manufacturer.
- All wiring shall be numbered or lettered on 6" centers minimum.
- Wiring shall be protected from chafing and abrasion with convoluted polyethylene tubing (wire loom) as required.
- Where wire passes through sheet metal, bulkheads and structural supports, plastic grommets shall be used to protect both wiring and wire looms.
- All wire bundles shall be tied with trimmed nylon ties.
- Extreme care shall be exercised to provide for easy serviceability of the system in future years.
- Extreme care must be taken in the installation to avoid the engine manifold, engine exhaust, and muffler, which could expose the wiring to severe overheating during long periods of operation. Proper insulation and heat deflection panels must be installed in such areas.
- A high-current 12Vdc system wiring schematic shall be provided.
- These are the minimum acceptable 12Vdc wiring requirements.

### 12.00 EMERGENCY LIGHTING / SIRENS:

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.01</td>
<td>1</td>
<td>Install customer supplied siren.</td>
</tr>
</tbody>
</table>

### 12.02 AUDIO / VIDEO:

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.02</td>
<td>8</td>
<td>Whelen M6 series Linear Super-LED lighthead with internal flasher, Split Red/Blue LED's with clear outer lens, model M6J (or current model). Includes chrome flange M6FC (or current model).</td>
</tr>
</tbody>
</table>

### 13.00 AUDIO / VIDEO:

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<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>13.01</td>
<td>3</td>
<td>Samsung UN40MU6300 40-Inch 4K Ultra HD Smart LED TV with wall mount bracket. Features:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Motion Rate: 120</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Backlight: LED</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Smart Functionality: Yes- built in Wi-Fi</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Dimensions (W x H x D): TV w/o stand: 36.1 x 21.1 x 2.5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Inputs: 3 HDMI, 2 USB</td>
</tr>
<tr>
<td>13.02</td>
<td>1</td>
<td>Install DSC 301 HD 3 input compact HDCP composite to HDMI scaler</td>
</tr>
<tr>
<td>13.03</td>
<td>1</td>
<td>Extron DXP 44 HD 4K PLUS 60-1493-21 4X4 HDMI Matrix Switcher.</td>
</tr>
<tr>
<td>13.04</td>
<td>1</td>
<td>All RF cable for DSS antenna systems (when specified) shall be Belden #9116 series 6 broadband coaxial cable. All other video cabling shall be Belden #1505A RG-6/U precision video cable.</td>
</tr>
<tr>
<td>Item</td>
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</tr>
<tr>
<td>14.00</td>
<td></td>
<td><strong>RADIOs:</strong></td>
</tr>
<tr>
<td>14.01</td>
<td></td>
<td>Primary 12Vdc power leads for communications radios shall be minimum 2-gauge copper stranded wire with soldered crimp-on end connectors (gauge based on radio requirements). Cables shall be enclosed in convoluted tubing and function identified with colored shrink-wrap. Power to radios shall be controlled by a continuous-duty switch actuated by the auxiliary battery disconnect switch.</td>
</tr>
</tbody>
</table>
| 14.02 | 1 | Prewire and make installation provisions for communications radio. Installation includes:  
- NMO-style base on the roof or antenna raceway, as applicable.  
- LMR185 antenna cable routed to radio transceiver location in Carlon Carflex ENT conduit.  
- 12Vdc power routed to radio transceiver location. |
| 15.00 | | **COMPUTER NETWORK AND EQUIPMENT:** |
| 15.01 | 1 | RJ-45 Cat6 computer network jack with Cat6 cable routed through Carlon Flex-Plus ENT conduit or raceway (as applicable). |
| 15.02 | 1 | HDMI run to TV. |
| 15.03 | 1 | Combination wall plate for the following input, HDMI, VGA, 3.5MM,Composite video and stereo audio pass through. |
| 15.04 | 1 | VGA run to TV. |
| 15.05 | 1 | Cradlepoint, model IBR600, (with Wi-Fi) 802.11 b/g/n Commercial 4G LTE Gateway for Mobile Broadband Applications,  
- Security (Onboard IPSec SSL VPN Client, VPN Pass-Through, GRE Tunneling, MAC Address Filtering, IP Filtering, Port Filtering, SSH, HTTPS)  
- Embedded intelligence  
- Automatic failover between 4G and wired WAN  
- One (1) interior antenna  
- Two (2) exterior antennas  
- Remote management, control and configuration  
- ALEOS Embedded Intelligence  
- Two (2) NMO-style base on the roof or antenna raceway, as applicable.  
- Two (2) LMR240 antenna cable.  
Note: Model to be determined based upon cellular standard of local service provider.  
**NOTE:**  
Includes roof mounted directional antennas for 2.4GHz and 4.9 GHZ |
| 16.00 | | **MISCELLANEOUS ELECTRONICS:** |
| 16.01 | 1 | Napco Gemini alarm system. System includes magnetic contacts on all entry doors, exterior storage compartment doors, battery box doors, generator compartment doors and hood. Two (2) key fobs, key pad, 360° ceiling mounted motion sensors, siren and bell.  
Note: If applicable, one (1) Telular Phonecell will be interfaced to the alarm system to allow the customer to program a telephone number that will be dialed automatically if the alarm system is triggered. Phonecell will be connected to a constant hot power source. |
| 16.02 | 2 | Cast Products EB00013-1 (or current model) cast aluminum box with key lock. The rear of the box will be removed to allow cables to be passed into the vehicle. |
| 17.00 | | **EXTERIOR STORAGE COMPARTMENTS:** |
| 17.01 | 1 | Single door underbody storage compartment with approximate interior dimensions 15" high x up to 48" wide x 25" deep constructed from 0.125" aluminum with all welded seams. |
| 17.02 | 3 | Single door underbody storage compartment with approximate interior dimensions of 15" high x up to 60" wide x 25" deep constructed from 0.125" aluminum with all welded seams. |
| 17.03 | | Compartments listed above will be constructed to the following specifications:  
- Sweep out type bottoms with 1/2" drain holes. |
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<tr>
<th>Item</th>
<th>Qty</th>
<th>Description</th>
</tr>
</thead>
</table>
|      |     | • 2" box pan doors and door frames fabricated from 0.125" aluminum.  
• Door frames shall be riveted to the body and welded to the compartments.  
• Compartments shall have an LED light that illuminates when the door is opened.  
Compartment doors will be constructed to the following specifications:  
• Stainless steel hinges attached with stainless machine screws.  
• Slam latches and flush mounted handles.  
• 0.100" bright polished aluminum diamond plate on interior surfaces fastened with stainless hardware.  
• All doors shall be sealed with industrial grade neoprene gasket. |
| 17.04 | 3   | Aluminum box pan shelf with heavy duty full extension slides, # 32060047 (or current model), mounted in exterior compartment. Slide features:  
• Industrial grade ball bearing slide  
• 400 lb. weight capacity  
• Safety latch holds shelf secure during travel and when fully extended |
| 17.05 | 5   | Exterior dry erase boards enclosed in aluminum box pan door installed on surface of body to allow access to dry erase marker board surface.  
**NOTE:**  
Powdercoated dry erase writing surface or removal dry erase boards. |
| 18.00 |     | **MISCELLANEOUS OTHER:** |
| 18.01 | 2   | Girard G-2000 (or current model) 18" L x 6'-7" Cadet Grey acrylic fabric (other colors available on request) electric awning with the following features:  
• Remote mount switch  
• G-Link Motor Ctrl  
• Motion Sensor  
• Fabric Color: Cadet Gray  
• Case Color: Black  
**NOTE:**  
one per side and with LED lights |
| 18.02 | 1   | Girard G-2000 (or current model) 6' L x 6'-7" Cadet Grey acrylic fabric (other colors available on request) electric awning with the following features:  
• Remote mount switch  
• G-Link Motor Ctrl  
• Motion Sensor  
• Fabric Color: Cadet Gray  
• Case Color: Black  
**NOTE:**  
rear and with LED lights |
| 18.03 | 1   | Removable 0.125" aluminum exterior shelf with powder coat finish, approximate size 18" x 48". Install shelf brackets on the exterior of the vehicle.  
**NOTE:**  
Powder coat color shall be black |
| 18.04 | 4   | Additional key(s). See notes below for additional information.  
**NOTE:**  
Chassis ignition/door lock keys. Specification requires (4) sets of keys. Load space doors and underbody compartments to be keys alike. |
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<tr>
<th>Item</th>
<th>Qty</th>
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</thead>
</table>
| 18.05 | 1   | TRAINING. An LDV representative will provide up to four (4) hours of orientation on LDV provided systems, as applicable:  
  - Generator start up and shut down procedure  
  - Leveling system operation  
  - AC and DC electrical systems operation  
  - HVAC systems operation  
  - Mast operation  
  - Audio/Video system operation, does not include programming VCR's, TV's, etc.  
  - Alarm operation  
  - Awning operation |
| 18.06 | 2   | Inspection/training trip to manufacturer facilities. Allowance of $1,000.00 includes roundtrip airfare, 2 day car rental, 1 night lodging and $70.00 meals allowance. Minimum fourteen (14) day advance notice of travel is required.  
  Note: Any unused funds from allowance will be credited back to the customer. |
| 18.07 |     | LDV warranty, covering 1 year or 12,000 miles for manufacturer's defects in materials and workmanship. Refer to LDV warranty statement for details of warranty coverage. |
| 18.08 |     | Note: Project scope does not include certain tasks or costs that are the responsibility of the customer unless clearly specified as LDV supplied. These items include, but are not limited to:  
  - Radio and telephone system programming.  
  - Activation and service fees for cellular telephones, satellite telephones, satellite TV, satellite internet access.  
  - Loading and configuring computer software.  
  
  In the event of a discrepancy between the drawing and specification, the specification will supersede. LDV reserves the right to make substitutions of equal quality and specifications of those listed in this document.  
  
  Some component models change frequently. In the event that a specified component model becomes unavailable at the time LDV attempts to source it, LDV will provide a replacement model with equivalent or better features, as agreed upon with the customer. |
I have read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the Bid/Proposal is hereby submitted.

If any of the documents listed on the Cover Sheet are missing from this package, contact Adams County Purchasing. If you require additional information, call the contact person named on the Cover Sheet.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this Solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Bid/Proposal, (3) the Contractor will accept any awards made to it as a result of the Bid/Proposal submitted herein for a minimum of 120 calendar days following the date of submission.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF ADDENDA:

(List addendum numbers separately): Addendum 1, Addendum 2

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>LDV INC</td>
<td>7/31/2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Printed Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matthew D. Schwind</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>180 Industrial Drive</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Racine</th>
</tr>
</thead>
<tbody>
<tr>
<td>Burlington, WI 53105</td>
<td>County</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City, State, Zip Code</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>(262) 763-0147</td>
<td>Email</td>
</tr>
</tbody>
</table>

Email: mschwind@ldvusa.com
Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as amended 5/13/08, as a prerequisite to entering into a Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached Agreement for services.

LDV INC
Contractor Name

Matthew Schwind
Printed or Typed Name

[Signature]
Signature

Sales Coordinator
Title

7/31/2018
Date

Note: Registration for the E-Verify Program can be completed at: https://www.visa-dhs.com/employerregistration. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.
PERRY JOHNSON REGISTRARS, INC.

Certificate of Registration

Perry Johnson Registrars, Inc., has audited the Quality Management System of:

LDV, Inc.
180 Industrial Drive, Burlington, WI 53105 United States
(This is a campus scheme. See Appendix for the specific details.)

(Hereinafter called the Organization) and hereby declares that
Organization is in conformance with:

ISO 9001:2008

This Registration is in respect to the following scope:

Design, Fabrication, Integration, Upfit and Retrofit of
Emergency Response and Commercial Specialty Vehicles

This Registration is granted subject to the system rules governing the Registration referred to above, and the
Organization hereby covenants with the Assessment body duty to observe and comply with the said rules.

Terry Boboije
President
Perry Johnson Registrars, Inc. (PJR)
755 West Big Beaver Road, Suite 1340
Troy, Michigan 48084
(248) 358-3388

The use of the UKAS accreditation symbol is in respect to the activities
covered by the Accreditation Certificate Number 0105.

The validity of this certificate is dependent upon ongoing surveillance.

Effective Date: July 2, 2015
Expiration Date: July 1, 2018
Certificate No.: C2015-01652
Page 1 of 2
Appendix

180 Industrial Drive, Burlington, WI 53105 United States
Design, Fabrication, Integration, Upfit and Retrofit of Emergency Response and Commercial Specialty Vehicles

170 Industrial Drive, Burlington, WI 53105 United States
Metal Fabrication

800 Kriil Avenue, Burlington, WI 53105 United States
Quality Control

Terry Boboige, President

Perry Johnson Registrars, Inc. (PJR)
755 West Big Beaver Road, Suite 1340
Troy, Michigan 48084
(248) 358-3388

Certificate No: C2015-01652
Page 2 of 2
<table>
<thead>
<tr>
<th>Company Name</th>
<th>San Antonio Police Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>10303 Tolyard San Antonio, TX 78233</td>
</tr>
<tr>
<td>Contact Name &amp; Phone</td>
<td>Sgt. Edward Klauer (210) 414-5404</td>
</tr>
<tr>
<td>Contact Email Address</td>
<td><a href="mailto:Edward.Klauer@sanantonio.gov">Edward.Klauer@sanantonio.gov</a></td>
</tr>
<tr>
<td>Project Name</td>
<td>Mobile SWAT Unit</td>
</tr>
<tr>
<td>Project Date &amp; Project Value</td>
<td>$156,920.00</td>
</tr>
</tbody>
</table>

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<td><a href="mailto:Edward.Klauer@sanantonio.gov">Edward.Klauer@sanantonio.gov</a></td>
</tr>
<tr>
<td>Project Name</td>
<td>Mobile Hostage Negotiation Vehicle</td>
</tr>
<tr>
<td>Project Date &amp; Project Value</td>
<td>$555,481.00</td>
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</table>

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Florida Department of Law Enforcement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>400 S. Monroe St. Tallahassee, FL 32399</td>
</tr>
<tr>
<td>Contact Name &amp; Phone</td>
<td>Lawrence Andres (305) 216-0351</td>
</tr>
<tr>
<td>Contact Email Address</td>
<td><a href="mailto:LawrenceAndres@fdle.state.fl.us">LawrenceAndres@fdle.state.fl.us</a></td>
</tr>
<tr>
<td>Project Name</td>
<td>Mobile SWAT Vehicle</td>
</tr>
<tr>
<td>Project Date &amp; Project Value</td>
<td>$155,711.00</td>
</tr>
</tbody>
</table>
Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL
PRICING FORM: 2018.025
(Submit in separate sealed envelope)

PRINT OR TYPE KEY CONTACT INFORMATION BELOW (Contractor's Project Manager):

<table>
<thead>
<tr>
<th>LDV INC</th>
<th>7/31/2018</th>
</tr>
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<tbody>
<tr>
<td>Contractor Name</td>
<td>Date</td>
</tr>
<tr>
<td>Matthew Schwind</td>
<td>Sales Coordinator</td>
</tr>
<tr>
<td>Contact Person</td>
<td>Title</td>
</tr>
<tr>
<td><a href="mailto:mschwind@ldvusa.com">mschwind@ldvusa.com</a></td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
</tr>
</tbody>
</table>

Flight/Travel costs for two County employees, minimum of two times throughout the build process:

$ 4,000.00

Total Submittal Price (Firm Fixed Fee without Travel costs):

$ $355,948.00

Estimated completion date of SWAT/Negotiator Vehicle:

180 DAYS AFTER CHASSIS IS RECEIVED
Total commercial price per unit as specified, FOB Origin $371,783.00
Discount amount -$18,589.00
Commercial discounted price as specified $353,194.00

Delivery charge to ADAMS COUNTY, (CO) $2,754.00

Total price per unit $355,948.00

Delivery terms: Ask your Sales Representative
Payment Terms: NET 30
Quote is firm for 30 days from specification date.
Quoted price does not include any applicable FET, federal, state or local tax unless specified.