



STATE OF ARKANSAS
OFFICE OF STATE PROCUREMENT
 1509 West 7th Street, Room 300
 Little Rock, Arkansas 72201-4222

INVITATION FOR BID
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SP-20-0061	Solicitation Issued:	03/12/20
Description:	Mobile Sobriety Checkpoint/Breath Alcohol Testing Vehicle		
Agency:	Black River Technical College Law Enforcement Training Academy		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	March 31, 2020	Bid Opening Time:	1:00 p.m., Central Time
<p>Deliver bid submissions for this Invitation For Bid to the Office of State Procurement on or before the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit bids at the designated location on or before the bid opening date and time. Bids received after the designated bid opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to OSP.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Office of State Procurement 1509 West 7th Street, Room 300 Little Rock, AR 72201-4222</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p>
Bid's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none"> • Bid number • Date and time of bid opening • Prospective Contractor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Judy Shirley	Buyer's Direct Phone Number:	501-324-9314
Email Address:	Judy.Shirley@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

SECTION 1 – GENERAL INSTRUCTIONS AND INFORMATION

- **Do not** provide responses to items in this section unless specifically and expressly required.

1.1 **PURPOSE**

The Mobile Sobriety Checkpoint/Breath Alcohol Testing Vehicle (BAT Vehicle) will be designed for the specific purpose to assist law enforcement agencies throughout the State of Arkansas in the reduction of alcohol and drug-related traffic crashes and impaired driving rates by conducting sobriety checkpoints and increasing public awareness that sobriety checkpoints are a viable tool used to deter potentially impaired drivers.

1.2 **TYPE OF CONTRACT**

- A. As a result of this IFB, OSP intends to award a firm contract (PO) to a single Contractor.
- B. The anticipated starting date for any resulting contract is immediately upon award, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three (3) calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.

1.3 **ISSUING AGENCY**

OSP, as the issuing office, is the sole point of contact throughout this solicitation process.

1.4 **BID OPENING LOCATION**

Bids will be opened at the following location:

Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222

1.5 **ACCEPTANCE OF REQUIREMENTS**

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this IFB to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's bid will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this IFB.

1.6 **DEFINITION OF TERMS**

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a person who submits a bid in response to this solicitation.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Invitation For Bid", "IFB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.

- F. “Responsive bid” means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.
- G. “Bid Submission Requirement” means a task a Prospective Contractor **must** complete when submitting a bid response. These requirements will be distinguished by using the term “**shall**” or “**must**” in the requirement.
- H. “Requirement” means a specification that a Contractor’s product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term “shall” or “must” in the requirement.
- I. “State” means the State of Arkansas. When the term “State” is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.

1.7 **RESPONSE DOCUMENTS**

A. Bid Response Packet

1. The following are Bid Submission Requirements and **must** be submitted in the original Bid Response Packet.
 - a. Original signed *Bid Signature Page*. (See *Bid Response Packet*.)
 - i. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the Bid Signature Page included in the *Bid Response Packet*.
 - ii. Prospective Contractor’s signature signifies agreement to and compliance with all Requirements in this IFB, and that any exception that conflicts with a Requirement or Bid Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor’s bid to be rejected.
 - iii. Bid response **must** be in the English language.
 - b. One (1) original hard copy of the *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
2. The following items should be submitted in the original Bid Response Packet as a hard copy and as an electronic copy, preferably on a flash drive and in PDF format.
 - a. EO 98-04: Contract and Grant Disclosure Form. (See *Standard Terms and Conditions, #25. Disclosure*.)
 - b. Copy of Prospective Contractor’s *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - c. *Voluntary Product Accessibility Template* (VPAT). (See *Technology Access*.)
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

1.8 **CLARIFICATION OF BID SOLICITATION**

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 4:00 p.m., Central Time on or before March 17, 2020 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.

1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 2. Prospective Contractors' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on March 20, 2020. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.
- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

1.9 SUBCONTRACTORS

Subcontractors will not be considered for this IFB.

1.10 PRICING

- A. Prospective Contractor(s) **shall** include all pricing on the *Official Bid Price Sheet(s)* only. If any cost is not identified by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost.
- B. To allow time to review bids, prices **must** be valid for 90 days following the bid opening.
- C. DO NOT submit any ancillary information not related to actual pricing on or with the Bid Price Sheet.

1.11 PRIME CONTRACTOR RESPONSIBILITY

- A. A single Prospective Contractor **must** be identified as the prime Contractor.
- B. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

1.12 INDEPENDENT PRICE DETERMINATION

- A. By submission of this bid, the Prospective Contractor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this bid:
- The prices in the bid have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion warrants consideration of this bid by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.13 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Bid Response Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's *Bid Response Packet*, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.14 CAUTION TO PROSPECTIVE CONTRACTORS

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through the OSP buyer.
- B. Do not alter any language in any solicitation document provided by the State.
- C. Do not alter the Official Bid Price Sheet.

- D. All official documents and correspondence related to this solicitation become part of the resultant contract.
- E. The State has the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. As requested, provide clarification regarding Prospective Contractor's bid response to OSP.
- G. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- H. Prospective Contractors may submit multiple bids.

1.15 REQUIREMENT OF ADDENDUM

- A. Only an addendum written and authorized by OSP will modify this *Bid Solicitation*.
- B. An addendum posted within three (3) calendar days prior to the bid opening may extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The Prospective Contractor is expected to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

1.16 AWARD PROCESS

A. Successful Contractor Selection

1. Award will be made to the lowest-bidding, responsive, responsible Prospective Contractor.

B. Negotiations

1. If the State so chooses, negotiations may be conducted with the lowest-bidding Prospective Contractor. Negotiations are conducted at the sole discretion of the State.
2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest-bidding Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen-day posting period.
3. OSP may waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the Prospective Contractor's responsibility to check the OSP website for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* is subject to State approval processes which may include Legislative review.
2. A State Procurement Official will be responsible for the solicitation and award of any resulting contract.

1.17 MINORITY AND WOMEN-OWNED BUSINESS POLICY

A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service-Disabled Veteran as designated by the United States Department of Veteran Affairs

B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

1.18 EQUAL OPPORTUNITY POLICY

A. In compliance with Arkansas Code Annotated § 19-11-104, OSP must have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.

B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.

C. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.

D. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

1.19 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants.

B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

1.20 RESTRICTION OF BOYCOTT OF ISRAEL

A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.

- C. By checking the designated box on the Bid Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.21 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is "responsible." Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.

1.22 VISA ACCEPTANCE

- A. Awarded Contractor should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

1.23 PUBLICITY

- A. Do not discuss the solicitation nor your bid response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor's bid to be rejected.

1.24 RESERVATION

The State will not pay costs incurred in the preparation of a bid.

SECTION 2 – REQUIREMENTS

- *Do not provide responses to items in this section unless specifically and expressly required.*

2.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Black River Technical College (BRTC) Law Enforcement Training Academy to obtain pricing and a contract for a Mobile Sobriety Checkpoint/Breath Alcohol Testing Vehicle (BAT Vehicle).

2.2 GENERAL REQUIREMENTS

- A. The Mobile Sobriety Checkpoint/Breath Alcohol Testing Vehicle (BAT Vehicle) **must** meet the brand specifications listed within this IFB or be an approved equal to be determined by BRTC BAT Program Coordinator and/or Arkansas Highway Safety Office (AHSO).
- B. The Contractor **shall** provide blueprints of the BAT Vehicle to the BRTC BAT Program Coordinator and AHSO within thirty (30) days of award date.
- C. The BRTC BAT Program Coordinator and AHSO will inspect/accept the specifications/blueprints submitted by the Contractor to fully construct a Mobile Sobriety Checkpoint/Breath Alcohol Testing Vehicle (BAT Vehicle) prior to the Contractor beginning any work/construction of the BAT Vehicle.
- D. All equipment/materials, etc. **must** meet the specifications as outlined in this IFB, the chassis manufacturer specifications, Contractor blueprints, etc. as it pertains to this IFB and be approved by BRTC BAT Program Coordinator and/or AHSO.
- E. At a minimum, the BAT Vehicle **must** include all of the following components or component equivalents listed within this IFB and be approved by BRTC BAT Program Coordinator and/or the AHSO.
- F. The BAT Vehicle must comply with the Buy America requirement (23 U.S.C. 313) due to federal funds.

1. 23 U.S.C. 313 may be viewed at: https://www.govregs.com/uscode/title23_chapter3_section313

2.3 BRAND OR APPROVED EQUAL

- A. The Contractor **shall** provide the brand and model numbers referenced in this IFB or an approved equal.
- B. Should the Prospective Contractor propose providing an equivalent to the brand referenced in this IFB, the Prospective Contractor **shall** submit the manufacturer's specification sheets for the proposed equivalent with the Prospective Contractor's bid response.
- C. BRTC will review the proposed equivalent's manufacturer's specification sheets to determine if the proposed equivalent is equal to the brand referenced in this IFB.
- D. The State reserves the right to reject a Prospective Contractor's bid whose proposed equivalent is not equal to the brand specified in this IFB, as determined equal by the BRTC in its absolute and sole discretion.

2.4 PROSPECTIVE CONTRACTOR QUALIFICATIONS

- A. Prospective Contractor **shall** be licensed by the Arkansas Motor Vehicle Commission to be awarded.
- B. Prospective Contractor should have on file with the Office of State Procurement, a current copy of their dealership license issued by the Arkansas Motor Vehicle Commission.
- C. Prospective Contractor **shall** submit a current copy of their dealership license issued by the Arkansas Motor Vehicle Commission prior to Anticipation to Award or within three (3) business days when requested by OSP.
- D. Prospective Contractor should provide with the response packet and **shall** provide within three (3) business days of request from OSP and/or BRTC, a certification from a bonded independent testing laboratory certifying that the BAT Vehicle testing unit being bid meets the requirements of AMD 001, "Static Load Test for Rescue Body Structure (<https://www.ok.gov/health2/documents/KKK-A-1822F%20%2007.01.2007.pdf>) (See page 63).

2.5 PRECONSTRUCTION MEETING(S)

- A. The preconstruction meeting(s), as referenced in this IFB, will be scheduled within thirty (30) days of the award of the contract. Dates, times, and location will be determined by Black River Technical College (BRTC) Law Enforcement Training Academy and communicated with the awarded Contractor and any other involved individuals as deemed necessary.
- B. Notifications of the preconstruction meeting(s) will be communicated by electronic methods as well as verbal phone calls. Black River Technical College (BRTC) Law Enforcement Training Academy will determine the schedule(s), timing, and agenda for all preconstruction meeting(s).
- C. The Contractor **shall** be responsible for all travel costs associated with attending the preconstruction meeting(s) specified in this IFB including but not limited to meals, lodging, and airfare, if applicable.

2.6 MINIMUM CHASSIS SPECIFICATIONS

- A. At a minimum, the BAT Vehicle chassis **must** be provided by a manufacturer and/or authorized dealer and **must** include all of the following components or component equivalents approved by BRTC BAT Program Coordinator and/or the AHSO:
 - 1. Be a new untitled Freightliner M2-106
 - 2. Approximately 26,000 GVWR
 - 3. Approximately 300 horsepower Cummins turbo diesel
 - 4. Allison transmission
- B. The chassis **must** be equipped with polished aluminum alloy front and rear wheels.
- C. The chassis **must** be equipped with the engine hour meter, activated, while engine is running.
- D. The Contractor **shall not** splice, shorten, or alter the chassis frame.

2.7 MINIMUM CHASSIS MODIFICATIONS

- A. The Contractor **shall** be responsible for making any necessary chassis modifications that are determined by the BRTC BAT Program Coordinator and/or AHSO prior to mounting the body. The BRTC BAT Program Coordinator and/or AHSO will be allowed a maximum of thirty (30) calendar days to review any modifications.

- B. Modifications to the chassis may include but are not limited to the following:
1. Relocation of the exhaust system piping.
 2. Relocation of the air reservoirs.
 3. Relocation of the cab entrance steps
 4. Other items as determined and approved by the BRTC BAT Program Coordinator and/or AHSO that are unknown at the time of this IFB.
- C. Contractor **shall** provide a detailed list of parts and part numbers along with engineering and wiring diagrams for all rear suspension modifications with the manuals upon delivery of the BAT Vehicle.

2.8 **BAT VEHICLE SPECIFICATIONS**

- A. The completed BAT Vehicle **must** sit level, right to left and front to back when fully loaded and in service.

CONFIGURATION

- B. Any suggested changes to the dimensions to accommodate the differences in the module length, by the Contractor, **shall** be justified and approved by the BRTC BAT Program Coordinator and/or AHSO prior to any changes being made.
1. The interior height module is based on 312" L x 96" W x 76" H dimensions.
- C. The BAT Vehicle **must** be configured for DUI analysis applications.

CUSTOM STORAGE RACK

- D. A custom map book storage rack, switch panel console, and enclosure **must** be constructed and mounted between the two (2) front seats.
1. The storage rack **must** be constructed to hold loose leaf binders.
 2. A 3" inch wide open slot **must** be constructed at the rear of the console for miscellaneous storage.
 3. One (1) adjustable shelf **must** be located on the front right-side corner of the storage rack for mounting a department supplied mobile data terminal.
 4. A hinged cover with bolt on .25-inch stainless steel pin piano hinge and Southco thumb latched or BRTC approved equal **must** be provided.
 5. All corners and edges **must** be rounded to eliminate sharp edges.

CUP HOLDERS

- E. Contractor **shall** install two (2) large size cup holders in the cab console.

FUEL FILL LABEL

- F. Contractor **shall** apply a "DIESEL ONLY" label at the fuel fill. (Outside fuel flap)
1. Label **must** be professionally manufactured.
 2. Label font, at a minimum should be a 78 Arial font.

AMPERE GAUGE

- G. Contractor **shall** provide and completely install an ampere gauge to be in compliance with factory specifications.
1. A sensor ampere gauge **must** be mounted at the battery bank to measure the amount and direction of current battery flow.
 2. All wire and cable connections **must** be high quality and sealed to prevent corrosion.

SWITCHES/GAUGES/LIGHTS

- H. Contractor **shall** install switches, gauges, indicator lights, and other features that may closely mirror the state's current BAT Vehicle.

EXHAUST PIPE

- I. Contractor **shall** extend the exhaust pipe as necessary to allow installation of rocker switches and gauges.

HEAT SHIELDS

- J. Contractor **shall** install heat shields to prevent the potential of heat damage, per the blueprint specifications created by the Contractor prior to construction of the BAT Vehicle.

WHEELS/TIRES

- K. Contractor **shall** install air valve extensions on the inside dual wheels, prior to delivery.
- L. Contractor **shall** install a set of diamond plate mud flaps mounted behind the front chassis wheels to match diamond plate running board and tank covers or be an BRTC approved equal.
- M. Contractor **shall** install a set of black rubber mud flaps mounted behind the rear chassis wheels or be an BRTC approved equal.
- N. Contractor **shall** provide chassis sway bars prior to delivery.
- O. Contractor **shall** install diamond plate cab steps with recessed grip strut inserts, or be an BRTC approved equal, under each of the chassis cab doors prior to delivery.
- P. Mud flaps **must** be sized per the specifications of the chassis and **must** be in compliance with US Department of Transportation regulations.

2.9 BAT VEHICLE OPERATIONS AND PERFORMANCE

- A. The BAT Vehicle overall length should not exceed over 40 feet.
- B. The BAT Vehicle overall body width should not exceed 96 inches (8ft.), excluding lights and mirrors.
- C. The BAT Vehicle overall height at curb weight should not exceed 124 inches (10'4") excluding roof mounted equipment and two-way radio antenna(s).
- D. With the BAT Vehicle at curb weight and on a level surface, the load on the left and right front wheels **must** be within 5% when calculated in accordance with paragraph 3.5.4 and 4.4.3.1 of the KKK-A-1822E federal specification.
- E. The lowest part of the BAT Vehicle, when loaded to gross vehicle weight rating, **must** have a minimum of 6 inches ground clearance.

- F. The BAT Vehicle, loaded to the GVWR (including payload) with bumpers and rear step down, **must** provide a proper angle of departure. (E.g. No blind spots when pulling into traffic.)
- G. The BAT Vehicle **must** be capable of carrying a minimum payload of 3,000 pounds without exceeding the gross vehicle weight rating of the chassis or the allowable weight ratings of the front or rear axles.
- H. The BAT Vehicle **must** provide a smooth, stable ride with minimum noise and vibration, when carrying a minimum payload of 3,000 pounds.
- I. The Contractor **shall** locate the center of gravity of the BAT Vehicle to determine that the center of gravity of the completed unit does not exceed maximum limits set by the chassis manufacturer and report this information to the BRTC BAT Program Coordinator and/or AHSO at the time of delivery of the BAT Vehicle.
- J. To prevent overloading of any axles, the suspension system, tires, or brakes; and assure the BAT Vehicle will drive properly under emergency conditions and maintain the safety of operators; the gross weight ratings of the axles and the BAT Vehicle **must** remain as provided by the chassis manufacturer. Ratings **must not** be altered in any manner.
- K. Clearance **must** be maintained at the rear wheels to permit off road operation with the BAT Vehicle loaded to maximum payload. (E. g. Clearance to drive over curbs, rural railroad crossings, speed bumps, etc.)
- L. Clearance **must** be maintained at the rear wheels to permit the installation of tire chains for winter driving conditions.
- M. Contractor **shall** install a polished diamond steel plate over each rear wheel well area to protect the area from the following:
 - 1. Fuel
 - 2. Stains
 - 3. Rock chips
- N. Contractor **shall** install a polished cast fenderette, a fitted covering that wraps around the top of the fender opening, over each plate scuff.
- O. The exterior noise level of the BAT Vehicle, except the siren, **must not** exceed federal, state, or municipal regulations, and be kept as minimal as possible to reduce vibrations inside the interior testing area.

2.10 **DESIGNS**

- A. The equipment required under this IFB **must** be the manufacturer's current commercial vehicle and contain all standard items, normally included by the manufacturer, of the Type, Year, Class, Make, Model, and Configuration at no extra cost.
- B. The BAT Vehicle **must** be complete with the operating accessories, as specified herein, and provided with such modifications and attachments as necessary to enable the BAT Vehicle to perform reliably and efficiently in sustained operation.
- C. The design of the BAT Vehicle and the specified equipment **must** permit accessibility for servicing, replacement, and adjustment of component parts and accessories with minimum disturbance to other

components and systems.

2.11 **ELECTRICAL SYSTEMS**

- A. The BAT Vehicle electrical system **must** include, but not be limited to, the use of manual switching, relays, circuit breakers, and connecting wiring.
1. A multi wiring system is not acceptable and will not be considered.
 2. Any electrical system that may require computer programming or interface by the Contractor for system set-up or diagnostics is not acceptable and will not be considered.
- B. The BAT Vehicle electrical system **must** be equipped with, but not be limited to the following:
1. Two (2) identical 12-volt batteries.
 2. Powering the vehicle's ignition, and all lights and sirens.
 3. Specified equipment and devices, including control consoles located in the driver compartment, and other specified accessory wiring such as accessory wiring installation for police radios.
- C. The BAT Vehicle electrical system(s) and equipment **must** comply with all applicable Federal Motor Vehicle Safety Standards (FMVSS), Federal Motor Carrier Safety Regulations (FMCSR), and **must** conform to all applicable SAE recommended standards and practices.
- D. The electrical components of the BAT Vehicle **must** all be selected to minimize electrical loads and not exceed the generating system capacity of the unit.
- E. Illuminated rocker style switches **must** be used to control electrical loads and **must** include permanently engraved back lighted function legends.
1. Backlighting **must** be controlled by the headlight switch.
 - a. Backlighting for switches and indicators **must** be on when the headlight switch is "on".
 - b. All applicable switches **must** have an internal pilot light to indicate when the switch is "on".
 - c. There **must** be a minimum of one (1) blank switch positioned for future use.
 2. The module disconnect switch **must** be a white paddle style switch with a red "on" indicator in the tip.
 3. The exact layout of switches, switch colors and their functions will be determined by the BRTC BAT Program Coordinator and/or AHSO prior to construction.
 4. The Contractor **shall** provide blueprints of the switch panel layout, within thirty (30) days of award, that will be approved by the BRTC BAT Program Coordinator and AHSO prior to construction.
- F. All standard 12-volt electrical components (circuit breakers, solid state electronics, relays, solenoids, alternating flasher, etc.) **must** be in the power control center (PCC).

1. All solenoids, relays, circuit breakers, and terminals in the PCC (exterior compartment #1) **must** be permanently labeled for each specific function with a number that coincides with the appropriate number in the manual.
 2. The PCC **must** be enclosed inside a dedicated left side exterior compartment #1 to provide easy access for servicing and protection of the electrical controls.
- G. All electrical equipment and devices installed by the Contractor, which produce radio frequency interference, **must** include but not be limited to the following:
1. Filters
 2. Suppressors and/or shielding to prevent electromagnetic radiation and resultant interference to radios and other electronic equipment.
- H. A red/white interior cab dome light **must** be installed/located in the ceiling of the chassis cab.
- I. The switch panel **must** include “compartment door open” warning light, and a battery indicator light.
1. The compartment door open warning light(s) **must** be a red flashing light and **must** be operational when the battery disconnect switch and the ignition switch are on.
 2. The lights **must** be labeled “COMPARTMENT DOOR OPEN” and **must** flash when a compartment door is open.
- J. Contractor **shall** provide LED red or yellow lamp kits with back lit labels for all warning lights.
1. LED lights **must** be relocated to the dash panel for visibility should space permit.
 2. The exact mounting location of the LED lights **must** be determined and approved by BRTC BAT Program Coordinator and/or AHSO prior to construction of the BAT vehicle.
 3. A visible and audible alarm **must** be installed by the Contractor and labeled “LIGHT TOWER UP”.
 4. Alarm **must** be visible flashing red when the light tower is not in the fully stowed position as set by the Will-Burt Night Scan manual. https://www.willburt.com/wp-content/uploads/filebase/product_manuals/Nightscan-Powerlite-2.3-Operators-Manual-November-2017-Current.pdf
- K. The battery “ON” indicator light **must** be a 24-volt green light.
- L. Contractor **shall** install all switching to be low amperage negative switching to activate or deactivate relays.
- M. The BAT Vehicle module body and accessory electrical equipment **must** be served by circuits separate and distinct from vehicle chassis circuits.
- N. All wiring provided by the Contractor **must** be approved by the BRTC BAT Program Coordinator and/or AHSO prior to construction and **must** include but not be limited to the following:

1. Copper Wiring
 2. Conform to SAEJ1292 requirements
 3. Have SXL or GXL high temperature
 4. Cross linked polyethylene insulation conforming to SAE J1127 and J1128.
- O. The BAT Vehicle module unit and accessory electrical equipment **must** be served by separate wiring harnesses, per specifications, to supply specific locations on the vehicle, each harness **must** be clearly identified at each end. Examples are as follows:
1. Master Control Panel Harness
 2. Chassis harness
 3. Power Control Center Power Harness
- P. All wiring harnesses installed by the Contractor **shall** be color-coded and have the wire function permanently stamped in the wire every 4" for easy identification throughout the BAT Vehicle, per electrical industry standards.
- Q. Contractor **shall** be able to quickly and accurately (free from error, conforming to standard) reproduce and provide replacement wiring harnesses if requested by the BRTC to service the BAT Vehicle.
- R. All harnesses **must** be professionally manufactured and produced with the highest available quality production materials.
- S. Contractor **shall** install all wiring harnesses encased in protective thermoplastic looms rated for 300 F service.
- T. Barrier style terminal strips **must** be provided for the termination of the wiring harness at service point locations throughout the vehicle to include but not be limited to the following locations:
1. Under the hood
 2. Front and rear of the compartment of the BAT Vehicle testing unit
- U. The terminal strips **must** be provided with nuts/screws and lock washers to secure each wire.
1. Each terminal strip **must** be clearly labeled with a number and the function that coincides with each terminal strip in the electrical manual.
- V. All wiring installed in the BAT Vehicle **must** be located in accessible, enclosed, protected locations.
1. Wiring **must** not be within 6" of any exhaust system components or located in a wheel well.
- W. Contractor **shall** secure all looms and wiring installed in the BAT Vehicle to the body or frame with insulated metal cable straps every 12" where possible.
1. Stick-on tie strap holders are not acceptable and **must not** be considered for securing wiring or any other components in the BAT Vehicle construction.

- X. All apertures in the BAT Vehicle through which wires pass **must** be properly grommeted for passing wiring and conform to SAE 1292.
- Y. Contractor **shall not** use “scotch-lock” type connectors.
- Z. Splices **must not** be allowed in wiring harnesses.
 - 1. All wire runs **must** be full lengths unless terminated at fully accessible terminal strips.
- AA. All wiring, device switches outlets, etc., **must** be rated to carry a minimum of 125% (percent) of the maximum ampere load for which the circuit is protected.
- BB. All wiring installed by the Contractor **must** be protected by circuit breakers.
- CC. All terminal wires **must** be crimped by automatic crimping machines.
- DD. To minimize the potential for wiring shorts and voltage drops, all wiring terminals **must** be tin plated, annealed, ETP copper with nylon high temperature insulation.
 - 1. The terminal **must** be a closed brazed multi-grooved wire barrel with a funnel wire insulation grip.
- EE. All cables larger than 10 AWG (American Wire Gauge) **must** have terminals.
 - 1. Cables/Terminals **must** be machine crimped and hot soldered.
 - 2. Hand crimping of terminal is not acceptable and **must not** be considered.
 - 3. “Solder dipping” of terminals is not acceptable and **must not** be considered.
- FF. A minimum 6” service loop of wire off the harness **must** be provided at all lights, motors, and other similar terminal equipment that may need servicing.
- GG. All 12-volt circuit breakers **must** be auto reset type and comply with SAE J553.
- HH. The load manager **must** shed warning light loads when vehicle is in a non-charging state.
- II. Contractor **shall** provide a generator which **must** include, but not be limited to, the following:
 - 1. One (1) 14 KW
 - 2. 120-240 VAC
 - 3. 60 Hz EPS water-cooled diesel-powered generator
 - 4. The engine compartment **must** be sound proofed to reduce noise and vibrations.
 - a. The generator **must** be equipped with block and pan heaters.
 - b. The generator **must** run from the diesel fuel tank system of the chassis with an auto shut-off should the chassis fuel tank be reduced to ten (10) gallons.

- c. The generator **must** be equipped with emergency shut down system that will activate in the event of low oil pressure and/or highwater temperature.
 - d. The generator **must** include a remote start/stop preheat switch and hour meter located in the vehicle power distribution panel.
- JJ. Contractor **shall** provide an itemized printout of the total amperage draw of the entire vehicle DC electrical system including the chassis.
1. Printout **must** provide data for “responding” and “on scene” modes.
 2. Printout **must** be provided to BRTC BAT Program Coordinator and AHSO within thirty (30) days after testing voltage and amperage.
- KK. The BAT Vehicle **must** be furnished with two (2) 12-volt DC, 20 ampere DC, separately protected circuits.
1. All circuits **must** include a low voltage drop “Schottky” diode to isolate the batteries of any equipment connected to the outlets from any electrical loads that the remainder of the electrical system may impose.
 2. The “Schottky” diode **must** include, but not be limited to the following:
 - a. Be heat-sink mounted
 - b. Have an inverse minimum voltage rating of 45-volts
 - c. Rated to carry the short circuit current until the circuit breaker opens.
 - d. The circuits **must** provide 12-volt DC power when the battery master switch is ON.
 - e. Circuit breakers, when in operation, **must** be provided with 12-volt DC power from the progressive charger/converter any time the 115-volt shoreline is active and off the Chassis.
- LL. The BAT Vehicle **must** be furnished with two (2), two-wire plus a ground, 110-volt AC wiring system that is separate and distinct from the vehicles 12-volt DC system.
1. The wiring and system **must** comply with electrical industry standards/regulations.
- MM. The BAT Vehicle **must** be furnished with twelve (12), two-wire plus ground, duplex 110-volt AC receptacles.
1. Receptacles **must** be hospital grade with indicator lights, which are illuminated, whenever the outlets have power applied.
 2. Receptacles **must** operate when the shoreline is connected or when the BAT Vehicle is operational, and the generator is switched on.
 3. The electrical system **must** operate off the primary shoreline.
 4. Receptacles **must** be labeled, “110 VOLT AC”.

5. Contractor **shall** provide professionally created labels in Standard English language.
 6. Labels **must** be attached by adhesive.
 7. Labels **must** be placed directly above the specifically identified outlet.
- NN. The 110-volt AC wiring system **must** incorporate ground fault interrupters (GFI) and 20 ampere circuit breakers which can be used as a master disconnect switch for the system.
1. The electrical wiring systems **must** use braided 12 gauge “type SO” flexible cable rated at 600-volts and 194 degrees F, covered with a fire-retardant loom, rated for 300 degrees F.
 2. The GFI circuit breaker boxes, **must** be located in the exterior electrical compartment in a fully accessible location.
 3. Contractor **shall** provide two (2) separate GFI systems.
 - a. Each GFI box, shoreline connections, and wiring **must** be permanently labeled with the function and specify if it is connected to the generator or the power converter.
 - b. Label **must** be professionally created by the Contractor and written in Standard English.
 - c. Label **must** be attached by adhesive.
 - d. Label **must** be placed directly above the specifically identified outlet.
- OO. One (1) 110-volt AC male plug rated at 30 amperes with a spring-loaded cover assembly twisted lock, suitable for wet locations, **must** be located on the DUI module testing unit exterior front.
1. A permanent label **must** be placed near the connector and read as follows:
 - a. “THIS CONNECTION IS FOR 110 VOLT AC, HZ, 30 AMP SUPPLY.”
 - b. One (1) labeled as primary, POWER TO CHARGER/INVERTER, and one (1) labeled as secondary, POWER TO THE IOTA CONVERTER.
- PP. Contractor **shall** provide and install a 45-amp progressive battery charger/converter.
1. The battery charger/converter **must** receive 110-volt AC input power from the 30-amp rated receptacle powered by the 30-amp shoreline connection.
 2. Converter **must** be wired to operate interior testing compartment lights.
- QQ. The Twist Lock Shoreline system **must** have a distinct cover and be labeled.
1. Contractor **shall** provide the shoreline system upon delivery of the BAT Vehicle to the BRTC.
 2. Contractor **shall** provide a professionally created label.
 3. Label **must** be written in Standard English.

4. Label **must** be attached by adhesive.
 5. Label **must** be placed directly above the Shoreline system.
- RR. All switches, indicators and control devices provided by the DUI modular testing unit manufacturer **must** be clearly visible to operator personnel.
1. All switches, indicators and control devices **must** be perceptively and permanently identified by permanently attached labels.
 2. Controls **must** be grouped according to function.
- SS. All electrical equipment installed by the Contractor (alternators, air conditioning warning light systems siren, testing equipment, etc.) **must** be electromagnetic radiant suppressed, filtered, or shielded to prevent interference to radios and telemetry equipment aboard the vehicle and surrounding area.
1. Certification by manufacturers of the equipment is acceptable.
 2. Electrical equipment **must not** exceed the limits set forth in SAE J551.
- TT. Contractor **shall** install two (2), 12-volt (+) positive DC threaded insulated terminal studs or terminal blocks in the exterior electrical compartment #2 for connection of radios and accessories.
1. One (1) switch on the module disconnect switch, and one constant hot.
 2. One (1), threaded insulated thermal stud or terminal block for (-) negative grounding.
 3. Wiring to terminal studs or terminal blocks **must** be a minimum of four (4) gauge.
- UU. Contractor **shall** properly label the terminals for each function and install a protective cover to prevent the possibility of shorting from loose equipment.
- VV. Contractor **shall** mount one (1) paddle style rocker switch with red indicator light rated at 20-amps in the console.
1. Paddle style rocker **must** derive its power from the constant hot buss operation.
 2. Contractor **must** label the paddle style rocker switch as "master".
 4. Label **must** be written in Standard English.
 5. Label **must** be adhesive.

2.12 **WARNING & EXTERIOR LIGHTING**

- A. The basis exterior BAT Vehicle lighting **must** comply with Federal Motor Vehicle Safety Standard No. 108.
- B. Contractor **shall** provide all armored mounting brackets, mounting gaskets and sealing gaskets per blueprint specifications. All module marker lights **must** be red lamp kits and amber lamp kits, (LED) body marker and clearance lights.

- C. The two (2), stop lights **must** be Whelen red Series C9 SurfaceMax LED, completely populated with chrome flanges or BRTC approved equal.
- D. The rear turn signal lights **must** be Whelen Amber Series C9 SurfaceMax or equivalent LED, completely populated with chrome flanges or BRTC approved equal.
- E. The reverse light **must** be Whelen PCPSM2AC Pioneer Plus™ Surface Mount Single and Dual Flood/Spot Combination with chrome flanges or BRTC approved equal.
- F. The BAT Vehicle **must** be equipped with a certified Police/Fire/EMS flasher.
 - 1. The flasher **must** power light heads and be wired to provide both of the following:
 - a. Primary Mode, “clear the right of way” and
 - b. Secondary Mode, “hazard, vehicle stopped in right of way”.
 - 2. Light heads **must** be wired to provide a Basic KKK package or approved equal as determined by the BRTC BAT Program Coordinator and/or AHSO.
 - a. Additional light heads **must** operate off the same flasher with a different sequence.
- G. Eight (8) Whelen C9 SurfaceMax blue LED light heads with C9 SurfaceMax chrome flange or BRTC BAT Program Coordinator and/or AHSO approved equal **must** be mounted on the exterior of the BAT Vehicle.
 - 1. Two (2) lights **must** be mounted on the upper outboard sides on the rear of the module.
 - 2. Four (4) lights **must** be mounted on the upper side corners of the module; two (2) at the forward end on each side and two (2) at the rear on each side.
 - 3. All lights **must** be mounted just below the roofline of the module.
 - 4. The light heads **must** be powered by the #ULF6016 flasher.
 - 5. The light heads **must** be programmed to the Rapid-Fire @ 375 single flash per minute pattern.
- H. One (1) Whelen 900 series clear (clear lens) LED light head with chrome flange or BRTC BAT Program Coordinator and/or AHSO approved equal **must** be mounted on the module fronts.
- I. One (1) Whelen Federal LED light bar or BRTC BAT Program Coordinator and/or AHSO approved equal **must** be mounted to the front of the box with alternating blue and white LED lights.
- J. Two (2) Whelen M7 Series Linear Super-LED® Surface Mount with chrome flanges blue LED light heads with chrome flanges or BRTC BAT Program Coordinator and/or AHSO approved equal **must** be mounted on the out-board corners of the cab grille.
- K. Two (2) Whelen M7 Series Linear Super-LED® Surface Mount chrome flanges blue LED light heads or BRTC BAT Program Coordinator and/or AHSO approved equal **must** be mounted on the front fender corners to serve as intersection lights.

- L. Two (2) Whelen M7 Series Linear Super-LED® Surface Mount blue LED light heads with chrome flanges or BRTC BAT Program Coordinator and/or AHSO approved equal **must** be mounted over the rear wheel well area.
- M. Contractor **shall** install six (6) Lamp Housing and TCRL* SOLO™ Lightheads using "L" bracket mounting below the driver's side and passenger doors and above all the steps or BRTC BAT Program Coordinator and/or AHSO approved equal.
- N. The warning light system **must** have two (2) modes of operations including, but not limited to the following:
 - 1. A primary mode in which all lights are flashing.
 - 2. A secondary mode in which grille LED lights and intersection LED will not flash.
- O. The grille LED lights, and intersection LED lights **must not** flash when the primary/secondary switch is in the secondary mode.
 - 1. A single two (2) position rocker switch **must** control the two (2) modes and be provided with integral red primary and amber secondary indicator lights on the master control panel.
 - 2. All forward facing white lights **must** shut down when the BAT Vehicle is in park.
- P. Contractor **shall** install six (6) Whelen Pioneer Micro™ Series, Super-LED Work/Scene Lights, white LED, under body lights, two on each side, two at the front, and two on the rear for ground illumination or BRTC BAT Program Coordinator and/or AHSO approved equal.
- Q. The emergency lighting system **must** be comprised of components and devices that comply with the general requirements and test of SAE J575G, J576D, J578 and J551, as applicable.
 - 1. The emergency warning light system **must** be firmly fastened to the modular body and reinforced chassis fenders and mounted to project the lights horizontally.
 - 2. All switches, connectors, and wiring required to operate the lighting system **must** be rated to carry a minimum of 125% of the maximum ampere load imposed upon them.
 - 3. Duty cycle for each light **must not** exceed 50% of the maximum ampere load imposed upon them.
- R. Ten (10) Whelen PCPSM2AC Pioneer Plus Surface Mount Single and Dual Flood/Spot Combination and chrome flanges or BRTC BAT Program Coordinator and/or AHSO approved equal **must** be provided as follows:
 - 1. Four (4) to street side
 - 2. Four (4) to curbside
 - 3. Two (2) to rear
- S. Left and right-side scene lights **must** be controlled by separate rocker switches on the switch panel.

1. The rearward scene lights on the left and right side **must** activate when the vehicle transmission is placed into reverse gear.
- T. Rear loading lights **must** be controlled by an individual rocker switch.
1. Rear loading lights **must** be automatically activated when the rear doors are opened, or the transmission is in reverse.
- U. A license plate mounting bracket and lamp **must** be mounted, per state requirements, on the front and rear of the BAT Vehicle.
- V. Contractor **shall** provide a high resolution outdoor programmable color LED sign to include, but not be limited to the following:
1. Sign **must** be 35"x47".
 2. Sign **must** have a minimum full color, 26,880 LED bulbs with 8,960 total pixels with 10mm pixel pitch.
 3. The screen **must** come equipped with Bluetooth messaging and adjustable brightness.
 4. Exterior mounting of the sign **must** be determined during preconstruction meeting(s).
- W. All Whelen Engineering Company lighting components **must** be installed per the manufacturer's guidelines and be determined/approved by the BRTC BAT Program Coordinator and/or AHSO at the preconstruction meeting(s).
- X. The BAT Program will be reusing the Will-Burt Night Scan light tower from the current Black River Technical College BAT Program Vehicle.
- Y. Contractor **shall** replace the four (4) halogen light heads on the current night scan tower with LED light heads, per the Will-Burt instructional manual, which will be delivered with the current Will-Burt light tower.
1. The replaced light heads **must** be VDC/Watts Maximum 12 or 24/1380, VAC/Watts Maximum 120 or 240/9000 or BRTC BAT Program Coordinator and/or AHSO approved equal.
 2. The minimum lumens accepted will be 220,000 or BRTC BAT Program Coordinator and/or AHSO approved equal.

2.13 INTERIOR LIGHTING

- A. Contractor **shall** install the following interior lighting to include but not be limited to the following:
1. A driver's compartment dome and dual map lights.
 2. Instrument panel lights.
 3. A green light mounted to center of cab roof.
 4. Master control panel lights.
 5. Attendants control panel lights.

6. Fluorescent 12-VDC light located on the action wall.
 7. Module compartment fluorescent lights.
- B. Interior lighting **must** be designed to prevent glare from being reflected into the driver's eyes or line of vision.

2.14 **BUMPERS, STEPS, AND TRIM**

- A. Contractor **shall** install a rear step/bumper approximately 90" wide by 10" deep.
1. The rear step/bumper **must** be capable of supporting an approximate 500-pound load without flexing.
- B. Contractor **shall** construct the rear step/bumper assembly as follows or be BRTC BAT Coordinator approved equal:
1. Be a single unit constructed of 4" steel "C" structural channel and 100-inch thick polished aluminum diamond plate.
 2. Painted steel to prevent rusting prior to the aluminum diamond plate being attached.
 3. "I" beam constitution skid plates with tow-eye mounted as part of the bumper sub-structure.
 4. Two (2) large dock bumpers with cast trim rings, per the drawing/design, on each bumper end prior to delivery of the BAT Vehicle.
- C. The center step **must** be of open grate material.
- D. The rear step/bumper assembly **must** be bolted/secured to the chassis frame.
- E. To minimize the possibility of body damage to the BAT Vehicle in the event of a rear step/bumper collision, the rear step/bumper **must** include but not be limited to the following:
1. Be separated from the modular body by 1".
 2. Not be attached to the modular body in any way but attached only to the chassis frame.
- F. The bumper **must** be mounted and designed to provide maximum departure angle/clearance. (E. g. Bumper **must** not drag on normal road angles.)
- G. A full-length riser of aluminum diamond plate **must** be above the bumper assembly and below the rear doors for a protective kick panel.
1. The kick panel **must** be securely fastened per emergency vehicle industry standards and run the full rear width of the BAT Vehicle.
- H. The BAT Vehicle **must** be provided with heavy gauge polished aluminum fenders and diamond plate over each wheel well.
- I. Mud/stone guards appropriate to the size of the BAT Vehicle, **must** be provided at each corner of the BAT Vehicle.

1. The mud/stone guards **must** be constructed of bright diamond plate aluminum and a minimum of 12 ¾" high and .080" thick or BRTC BAT Program Coordinator and/or AHSO approved equal.

J. Rub rail's **must** be provided on each side and for the full length of the BAT Vehicle.

1. The rub rail's **must** be diamond plate style and **must** extend past the widest point of the BAT Vehicle.

2.15 TECHNICIAN SEATING

- A. The seat safety belt and anchorages **must** comply with Federal Motor Vehicle Safety Standards 207, 208, 209 and 210.
- B. Two (2) captain's chairs on pedestals **must** be located in each desk area (one per desk).

2.16 DUI TESTING UNIT COMPARTMENT INTERIOR DIMENSIONAL PARAMETERS **STREETSIDE OR LEFT SIDE (Per drawing/design)**

- A. The overall size of the DUI testing unit compartment **must** be 312" L x 96" W x 78" H.
- B. All mounted equipment in the interior of the DUI testing unit compartment **must** contain positive lock closures.
- C. All countertops and interior surfaces **must** be constructed of stain resistant medical grade hard surface. (E.g. Formica countertops)
- D. The cab end of the DUI testing unit compartment **must** feature a pass-through opening so the driver may move from the cab to the testing area or testing area to the driver's seat.
 1. The opening, at a minimum **must** be no smaller than 48" H x 20" W.
- E. The street side (left side) corner of the cab end of the DUI testing unit compartment must have a standing workstation measuring 30" L x 15" W x 42" H.
 1. Workstation **must** include two (2) storage cabinets measuring 30" L x 15" W x 40" H below the workstation for the computer station and other electronics.
 2. Above the workstation **must** be a storage cabinet 30" L x 15" W x 20" H divided into two (2) equal sized storage compartments.
 - a. The underside of the overhead cabinet must have two (2) LED lights mounted.
- F. The wall above the workstation must have a 42" monitor/tv mounted to the interior wall with a swivel arm for easy mobility when training.
- G. To the left of the standing workstation a two (2) person folding bench measuring 52" L x 22" H must be mounted to the interior wall.
- H. To the left of the two (2) person folding bench must be a second matching two (2) person folding bench measuring 52" L x 22" H.
- I. To the left of the folding bench must be a two (2) person seated workstation measuring 66" L x 26" W x 30" H with two (2) mounted chairs.

1. The workstation **must** contain two (2) drawers measuring 20" L x 16" W x 3" H.
- J. On the left end of the seated workstation must be a separating interior wall that is width of the DUI Testing Unit Compartment which is 96" width. It must include a 30" sliding pocket door for the Drug Recognition Evaluation area.
- K. On the left side of the separating wall must be a three (3) person bench seat with storage below measuring 66" L x 22" H x 24" W.
- L. In front of the three (3) person bench seat in the center of the Drug Recognition Evaluation area must be a removable table measuring 26" L x 26" W x 30" H.
- M. On the left side of the three (3) person bench seat must be a separating wall with a 30" lockable pocket door.
- N. Inside the separating wall must be a restroom with a 42" length that runs the entire 96" width rear wall of the compartment with the toilet in the curbside corner of the DUI Testing Unit Compartment.

CURBSIDE OR RIGHT SIDE

- O. In the opposite corner of the restroom, there must be a sink in the 42" length of the restroom.
- P. To the right of the separating wall of the restroom in the Drug Recognition Evaluation area there must be a 32" W stepwell at the rear curbside with a 74" H x 32" W door.
- Q. To the right of the stepwell there must be an exterior storage closet measuring 36" L x 25" W x 76" H.
- R. To the right of the storage closet there must be a separating interior wall that runs the entire 96" width of the DUI Testing Unit Compartment with a 30" sliding pocket door for the Drug Recognition Evaluation area.
- S. To the right of the separating interior wall there must be a galley cabinet area containing a microwave, coffee maker, and refrigerator measuring 28" L x 22" W x 34" H.
- T. Above the galley cabinet there must be an overhead cabinet measuring 28" L x 22" W x 15" H.
- U. To the right of the galley cabinet there must be a floor to ceiling interior storage closet measuring 36" L x 25" W x 76" H.
- V. To the right of the interior storage closet there must be an open area measuring 70" L x 96" W x 76" H, for officers to demonstrate "Walk and Turn" for administration of Standardized Field Sobriety Tests.
- W. To the right of the open area there must be a 74" L x 32" W stepwell for the front curbside door.
- X. To the right of the stepwell there must be a storage closet measuring 33" L x 33" W x 60" H.

2.17 BODY STRUCTURE (MODULAR BODY)

- A. The BAT Vehicle body **must** be all aluminum and fully welded.
 1. Screws, bolts, rivets and/or other fasteners **must not** be used for the attachment of any structural member of panel.
- B. All exterior BAT Vehicle body panels **must** include but not be limited to the following:

1. **Must** be .125"width 5052-H34 marine grade aluminum sheet for superior strength.
 2. **Must** be weld-ability and corrosion resistance.
- C. The exterior BAT Vehicle body panels **must** be welded to the roof and wall beams and bonded to the beams with 3M VHB two-sided tape or BRTC approved equal.
- D. The exterior BAT Vehicle body panels **must** be one (1) piece for each side and the roof of the modular body.
- E. The BAT Vehicle body frame members **must** include but not be limited to:
1. Alloy and temper strengths of 6063-T6 and tubular aluminum material.
 2. A minimum of 2" x 2" and 2" x 3" x .125" thick and mounted on 12" centers.
 3. All beams **must** be welded on four (4) sides of all joints.
 4. The exterior side of the frame that the aluminum exterior skin is applied to, **must** be ground smooth.
 5. All critical structural points **must** be reinforced with gussets.
 6. Heavier gauge and larger dimension structural members **must** be used, where necessary, to provide a safe and durable BAT Vehicle construction per approval from the BRTC BAT Program Coordinator and/or AHSO.
 7. The front and rear wall-frames **must** have 6" x.225" structural flat sheet welded between the frame member at the locations where the light bars and door hold opens are attached to the exterior sheet.
- F. The roof substructure assembly **must** consist of four (4) perimeter roof rail extrusions, lateral roof bows, and interconnecting corner caps.
1. The roof rail extrusion **must** be specifically designed for an emergency response vehicle.
- G. The corner caps **must** be designed to interlock with the roof perimeter, vertical corner extrusions, and roof sheet.
1. The corner caps **must** be made from case aluminum from matched metal dies to insure a smooth and pleasing appearance.
 2. The corner caps **must** act as a stress relief device designed to minimize damage to adjoining structural extrusions in the event of extreme torsional stress resulting from a collision.
- H. The corners of the BAT Vehicle body **must** be constructed of extruded aluminum shapes specifically designed for applications with emergency response vehicles.
1. 90-degree corner extrusions are not acceptable and will not be considered.
- I. Metal tapping plates **must** be welded to the body of the framing to secure the installation of equipment such as:

1. Tools
 2. Mounting brackets
 3. Partitions, etc.
 4. Self-tapping (wood/metal) screws or nails **must** not be used in the attachment of these components in the BAT Vehicle body.
- J. The BAT Vehicle body, and panel joints ~~should~~ **must** be watertight and all openings between the chassis and compartment **must** be sealed with waterproof molding to bar any leaks.
- K. The roof frame **must** be constructed of a 2" x 2" and 1" x 2" x .125" structural tubing.
1. The 2" x 2" tubing **must** run side to side on 12" centers.
 2. The 1" x 2" **must** run from front to back, forming a grid structure.
- L. In addition to the drip rail found in the roof extrusion, there **must** be polished aluminum drip rails over each exterior compartment door.
- M. The drip rails **must** be attached with a 3M VHB tape to allow for replacement or BRTC approved equal.
- N. Welds **must** be made by welders who have been certified by an independent testing and certifying agency.
- O. The BAT Vehicle body **must** be designed and built to include but not be limited to:
1. Provide impact and compartment penetrations resistance.
 2. Be of durable industry standard strength to support the entire weight of the fully loaded vehicle on its top or side, if overturned, to include but not be limited to:
 - a. Separation of joints
 - b. Permanently deforming roof beams or reinforcements
 - c. Walls of wall beams
 - d. Doors
 - e. Floor
 - f. Inner linings
 - g. Outer panels
 - h. Other reinforcements

2.18 EXTERIOR STORAGE

- A. The BAT Vehicle body **must** include nine (9) lockable compartments and two (2) doors, to include but not be limited to the following measurements:
1. Compartment #1 Power Control Panel (PCP): to be determined at the pre-construction meeting.
 2. Compartment #2 must be a minimum of 49" wide x 12" high x 22" deep.
 3. Compartment #3 must be a minimum of 49" wide x 12" high x 22" deep.
 4. Compartment #4 must be a minimum of 60" wide x 28" high x 22" deep.
 5. Compartment #5 must be a minimum of 48" wide x 12" high x 22" deep
 6. Compartment #DR1 must be a minimum of 36" wide x 76" high x 22" deep, near curbside rear door.
 7. Compartment #6 must be a minimum of 49" wide x 12" high x 22" deep.
 8. Compartment #7 must be a minimum of 49" wide x 12" high x 22" deep
 9. Compartment #8 must be a minimum of 49" wide x 12" high x 22" deep
 10. Compartment #DR2 must be a minimum of 36" wide x 76" high x 22" deep, near front curbside entry door
 11. Compartment #9 must be a minimum of 22" wide x 76" high x 22" deep
- B. Each exterior compartment **must** include a recessed light which is automatically activated when the compartment door is opened and automatically deactivated when the compartment door is closed.
1. The light **must** be mounted flushed in the compartment to prevent breakage when removing or installing equipment.
 2. Only the light in the compartment should illuminate when the compartment is open.
- C. Exterior compartment dimensions, and locations will be determined at preconstruction meeting(s).
- D. Exterior compartments having shelves **must** all have black turtle tiles matting placed on the shelves. (E. g. Black turtle tiles matting is a rubber material that keeps items from sliding during transit.)
- E. Exterior compartment floors **must** have sweep out floor design and covered with black turtle tile floor matting. (E. g. "Sweep out design" refers to the cabinet doors running the length, from the top of the cabinet to the floor so they may be swept out if they become dirty.)
- F. The interior of all exterior compartments must be constructed of .125 aluminum diamond plate.
1. All interior seams **must** be full length welded and completely watertight.
 2. The compartment floors **must** be reinforced with 2" x 2" x .125 aluminum tubing on an average of 16" centers to provide a minimum floor weight rating capacity of 250 pounds.

- G. All exterior compartment's **must** be vented with pressed louvered vents above the floor line to prevent entry of dust and/or water spray from the exterior.

2.19 DOORS

A. Doors **must** be per drawing/design.

1. Two (2) entry doors on curbside.
2. One (1) rear entry door no window
3. One (1) front entry door has window.

B. Kwikiee electric steps or BRTC BAT Program Coordinator and/or AHSO approved equal electric steps **must** be installed at each of the two (2) entry doors.

2.20 BODY MOUNTING

A. The BAT Vehicle body **must** be mounted on a minimum of ten (10) full floating, automotive style, rubber body mounts.

1. Mounting devices **must** be locked units to minimize loosening but may be re-tightened if necessary and removable to allow changing of the module to a new chassis.
2. Adequate clearance, a minimum of 6' 8" from floor to ceiling, **must** be between the floor structure of the BAT Vehicle and the chassis frame rails to prevent contact of the body and chassis during operation, loading conditions, and after wear and/or normal setting of body mounts.
3. One (1) minimum 5/8" diameter, grade eight (8) bolt, **must** fasten the modular body to each rubber BAT Vehicle body mount and outrigger mounting bracket.
4. Two (2) minimum 1/2" diameter, grade eight (8) bolts, **must** fasten the outrigger mounting bracket for each BAT Vehicle body mount to the chassis frame.
5. The BAT Vehicle body **must** be mountable on to a new chassis on the same or other chassis manufacturer with the same cab to axle dimension. (E. g. Should a new chassis become necessary, the BAT Vehicle body could transition to new chassis frame.)
6. The mounting system **must** not cause any chassis frame deformation.
7. Any method of mounting the body, which could void the chassis warranty, is not acceptable and will not be considered.

2.21 FLOOR

A. The BAT Vehicle body **must** be provided with a 2" x 2" x .225" tubing and 2" x 4" x .225" structural channel floor frame.

B. Wheel housings in the BAT Vehicle **must** be provided for the dual rear wheels with clearance for tire chains, as specified by SAE Standard J683A.

1. Wheel housing **must** be aluminum, welded in place, and sealed to be watertight.

C. Wheel-housings **must** be full radius and **must** be undercoated to protect the wheel housings and to minimize noise.

2.22 INSULATION

- A. The entire modular BAT Vehicle body; sides, ends, doors and floor; **must** be insulated to protect the BAT Vehicle from the weather and reduce vibrations and noise.
- B. The second stage manufacturer **must** supply an insulating material that is non-flammable with a Class A, Class 1 fire rating.
 - 1. The insulating material **must** be certified to meet the smoke and flammability requirements of FMVSS 302.
- C. Contractor shall supply, when requested by OSP and/or the agency, within 72 hours of request, a certification from the insulation manufacturer that the insulation material meets the requirements of FMVSS 302.
- D. The insulating material used must be of a non-settling type.
 - 1. The insulating material **must** be resistant to fungi and bacterial growth.
 - 2. To eliminate health hazards associated with airborne fibers, a composite material such as fiberglass, **must** not be used.
- E. The insulation material used must be manufactured installed to create and an unbroken thermal, acoustical, and vapor barrier throughout the walls, ceiling, and floor.
 - 1. All exterior doors, compartments or access **must** be similarly insulated.
 - 2. Insulation **must** be non-flammable, aluminum polyethylene composite with 5/16" airspace and highly reflective foil on sides.
 - 3. Barrier **must** have a minimum insulation R-value of 14.
 - 4. Prior to the installation of any cabinets, Contractor/manufacturer **shall** provide when requested by OSP and/or agency, within 72 hours or request, a digital ~~picture~~ photo of the insulation application.
 - 5. The photo **must** include all four (4) exterior walls, ceiling, and floor.
- F. A 2" thick full-depth spray in expandable foam insulation must also be provided in walls, roof, and floor.
- G. All underbody hollow corner extrusions **must** be sealed with expansion foam.

2.23 STORAGE CABINET DESIGN

Shelf dimensions to be set at pre-construction meeting by Black River Technical College BAT Program Coordinator and/or AHSO.

2.24 SQUAD BENCH, SEATS AND BACKRESTS

- A. Seating **must** include but not be limited to the following:
 - 1. Squad bench in rear training room, **must** be per drawing/design.
 - 2. Seating in work area, **must** be per drawing/design.

3. Fold down bench **must** be per drawing/design.

B. The seating in the work area **must** be designed so that a technician and suspect will be seated to facilitate taking blood pressure and body temperature readings.

2.25 LITTER FASTENERS AND ANCHORAGES

Removable trash cans, location to be determined at pre-construction meeting by Black River Technical College BAT Program Coordinator and/or AHSO.

2.26 BIOWASTE AND SHARPS DISPOSAL

Removable bio-waste and sharps containers to be set at pre-construction meeting by Black River Technical College BAT Program Coordinator and/or AHSO.

2.27 INTERIOR COMPARTMENT ENVIRONMENTAL EQUIPMENT

Contractor **shall** install two (2) 115-volt roof mounted A/C heat units wired to generator and shoreline system prior to delivery of BAT vehicle.

2.28 ANTENNA, CABLE AND MOUNTING

A. A total of five (5) antenna pre-wires and antenna bases **must** be provided. (E. g. Pre-wiring refers to the wires used in the radio installation.)

1. The cable **must** be type RG/58U and have a 36" service loop or be BRTC approved equal.

B. Contractor **shall** provide radio pre-wiring with proper power and ground circuit breakers.

1. Final location of pre-wiring will be determined at pre-construction meeting(s) by BRTC BAT Program Coordinator and/or AHSO.

C. Contractor **shall** provide satellite phone and TV pre-wiring with proper power, ground, and circuit breakers.

1. Final location will be determined at pre-construction meeting(s) by BRTC BAT Program Coordinator and/or AHSO.

2.29 AUDIBLE WARNING DEVICES

A. Contractor **shall** recess mount one (1) SVP SS-700-watt siren in the console.

1. The siren **must** be wired to two (2), twenty (20) cast products recessed 100-watt polished siren speakers.

B. Contractor **shall** install a Smart Alarm electronic back-up alarm prior to delivery of BAT vehicle.

1. The Smart Alarm **must** provide a variable sound output level dependent upon the ambient noise level.

2. The back-up alarm **must** be automatically activated when vehicle is in reverse gear.

C. Contractor **shall** install four (4) exterior mounted cameras with a four (4)-way split screen monitor.

1. System **must** engage when the vehicle transmission is in drive or reverse gear.

2.30 UNDERCOATING

- A. The entire underside of the BAT Vehicle **must** be rust proofed for sound deadening, corrosion, and stone damage protection.
1. Contractor **shall** apply a commercial, sand-less petroleum base undercoating to the underbody and under chassis sheet metal surfaces to a thickness of 1/16 to 1/8 inches prior to delivery of the BAT Vehicle.
 2. The following areas **must** be free of undercoating material:
 - a. Drive shaft
 - b. Drain holes
 - c. Lubrication points
 - d. Engine and transmission oil pans
 - e. Fuel tank
 - f. Heavy castings
 - g. Suspension components
 - h. Heat shields
 - i. Exhaust system and areas within 12" of it
 3. The areas not requiring undercoating coverage are:
 - a. Chassis frame
 - b. Underside of hood
 - c. Underbody parts more than 1/8-inch thickness
 - d. Areas not accessible without removal of the fuel tank or other components
- B. Undercoating **must** be professionally applied.
1. Undercoating application by handheld spray cans is not acceptable and will not be considered.
 2. Undercoating **must** be done after the inspection of the vehicle by the BRTC BAT Program Coordinator and/or AHSO.

2.31 COLOR, PAINT AND FINISH

- A. The exterior of the BAT vehicle **must** be painted to match the selected cab.
1. The exterior cab and exterior BAT Vehicle **must** be white.
 2. Chosen colors **must** be approved by BRTC BAT Program Coordinator and/or AHSO at the pre-construction meeting.

- B. 8" white band reflective stripe **must** be edged with 3M 1/2" silver or black pin stripe tape boarders.
- C. Contractor **shall** professionally apply the Scotch-Lite or BRTC BAT Program Coordinator and/or AHSO approved equal stripe with silver and/or black edging, prior to delivery of the BAT Vehicle, and **must** be tucked into all crevices and wrapped around all door openings.
- D. The paint/vinyl wrap scheme and design will be determined at the pre-construction meeting by the BRTC BAT Program Coordinator and/or AHSO.
- E. The paint manufacturer and the numbers of the colors **must** be stated on the data plate in the driver's door pillar.

2.32 EMBLEMS AND MARKINGS

- A. Fasten seat belts signs must be located in the cab and in the DUI testing compartment of the BAT Vehicle.
- B. Exterior vehicle lettering layout **must** be determined at pre-construction meeting.
- C. Contractor **shall** provide a sketch of the vehicle stripping and lettering layout for approval prior to construction.
- D. An engraved plate **must** be provided inside the cab in-view of the driver that will indicate:
 - 1. Gross Vehicle Weight Rating
 - 2. Overall Height
 - 3. Overall Width.
 - 4. A proof document **must** be provided for approval prior to the plate being made.
 - 5. The exact mounting location **must** be determined prior to construction.
- E. A permanent type identification plate **must** be mounted at an approved location, by BRTC BAT Program Coordinator and/or AHSO, to list all chassis fluid capacities and grades.
 - 1. A complete list of all OEM replacement filter numbers and accessory drive belts **must** be provided at this location.
 - 2. The data plate **must** indicate the recommended tire inflation pressures for front and rear tires.
 - 3. To provide a smoother ride for a loaded BAT Vehicle, the data plate **must** reflect the tire manufacturers' cold inflation air pressure, necessary to support the load on each tire, with the vehicle loaded to actual in-service weights.

2.33 MISCELLANEOUS EQUIPMENT

- A. The BAT Vehicle **must** be equipped to include but not be limited to the following miscellaneous equipment:
 - 1. Three (3) video cameras with audio for testing area interior with location to be determined at preconstruction meeting(s) by BRTC BAT Program Coordinator and/or AHSO.
 - 2. Custom four (4) channel MDVR w/250GB/CDRW/Complete with anti-shock base.

3. Will-Burt surface mounted light tower with mounted weather- proof video camera.
 4. Complete functional Aqua magic hand flash toilet with 20 gal. holding tank.
 5. Complete functional stainless-steel round sink 12 7/8" diameter, 4 1/2" deep, 2" drain
 - a. Twenty (20) gallon fresh water hold tank
 - b. 12V Sureflow pump and water fill door plumbed to a two (2) gallon water heater
 6. Power Plus four (4)-point level automatic control system.
- B. A 23' electric awning **must** be provided on the right side of the vehicle at a location to be determined at the preconstruction meeting(s) by BRTC BAT Program Coordinator and/or AHSO
- C. One (1), 42" flat panel monitor **must** be mounted on the right side of the BAT Vehicle, on a swivel mounting bracket.
- D. The following appliances, including but not be limited to, **must** be mounted in a location to be determined in a preconstruction meeting by BRTC BAT Program Coordinator and/or AHSO:
1. At a minimum, a Norcold 3.7 cubic feet or BRTC BAT Program Coordinator and/or AHSO approved equal 120-V/AC or 12V/DC.
 2. At a minimum, a Black & Decker Under-the-Cabinet, twelve (12) cup programmable coffee maker, with auto shutoff or BRTC BAT Program Coordinator and/or AHSO approved equal.
 3. At a minimum, a RecPro RV .9 Cubic Feet 900-watt Microwave or BRTC BAT Program Coordinator and/or AHSO approved equal. 120V/AC
- E. One (1) 36" white marker board **must** be mounted in a location to be determined in the preconstruction meeting by BRTC BAT Program Coordinator and/or AHSO.
- F. A rear roof access ladder **must** be mounted on the rear of the vehicle with a minimum width of 18 ".
- G. Contractor **shall** provide two (2) 5-lbs ABC Dry Chemical Fire Extinguishers with one (1) mounted in cabinet #5 and the other in the interior work area or BRTC BAT Coordinator and/or AHSO approved equal.
- H. Contractor **shall** provide two (2) battery operated carbon monoxide detectors with one (1) placed in the training room and one (1) in the main work area.

2.34 BAT VEHICLE WEIGHTS

- A. The BAT Vehicle **must** be weighed to determine curb weight and distribution of curb weight on the front and rear axles.
1. The imposed loading in front and rear axles **must** be computed using curb weight and payload as specified in this IFB.
 2. The computed imposed loads on the front and rear axles **must** be less than the suspension, axle and tire ratings for the chassis to assure that overloading will not occur when the vehicle is in service.

- B. Contractor **shall** supply with the response packet a computed load analysis sheet showing the chassis manufacturer's load ratings to include but not be limited to the following:
1. For the axles
 2. The imposed loads on the axles at curb weight
 3. The computed imposed loads on the axles with the rated payload on board.
- C. Integrated wireless satellite internet router with 5G capabilities.

2.35 MANUALS

- A. All manuals furnished **must** be fully comprehensive Operational and Service/Parts manuals.
- B. Contractor **shall** provide the BRTC BAT Program Coordinator and/or AHSO, at the time of delivery of the BAT vehicle, two (2) complete sets of manuals, as specified below, unless otherwise specified.
- a. Operational manuals
 - b. Service/Parts manuals
2. Two (2) sets of operators, service/parts manuals **must** be provided for the body modifications, per each vehicle.
3. Manuals **must** include but not be limited to the following:
- a. All installation instructions.
 - b. Specification data sheets and other literature that is provided with all new equipment installed by the Contractor.
4. The following information **must** be included but not be limited to:
- a. Copy of manufacturer's specifications for the vehicle.
 - b. Copy of manufacturer's illustrative, pictorial literature and all vehicle line drawings.
 - c. Copy of pre-delivery inspection/test form signed by the inspector.
 - d. Copy of specified chassis manufacturer's warranty and owner's manual.
 - e. Manufacturer's component and equipment information, data and all specified warranties.
 - f. Complete exact wiring diagrams and schematics.
 - g. Manufacturer's operating and service instructions of the entire unit, electrical systems, components, equipment.
- C. Contractor shall provide, to the BRTC BAT Program Coordinator and/or AHSO, at the time of delivery of the BAT Vehicle, two (2) sets of manuals, of exact as installed wiring diagrams in 11" x 17" format for body and all interfaces with the chassis.

2.36 WARRANTY

Contractor **shall** provide manufacturer's standard warranty to begin at the time of acceptance of the BAT Vehicle.

2.37 DELIVERY: FOB DESTINATION

Black River Technical College Law Enforcement Training Academy
1401 Highway 304E
Pocahontas, AR 72455

- A. BRTC requests delivery within 200 business days after receipt of the order. If this delivery date cannot be met, the Prospective Contractor **must** state the alternate number of days required to begin the service and/or place the commodity in the ordering BRTC's designated location. (See Official Bid Price Sheet.) Failure to state the alternate delivery time obligates the Contractor to complete delivery by the BRTC's requested date. Extended delivery dates may be considered when in the best interest of the State.
- B. All deliveries **must** be made during normal State work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The Contractor **shall** give the BRTC immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.
- C. Loss or damage that occurs during shipping, prior to the order being received by the BRTC, is the Contractor's responsibility. All orders should be properly packaged to prevent damage during shipping.

2.38 ACCEPTANCE STANDARDS

Inspection and acceptance/rejection of product(s) will be made within thirty (30) days of receipt. The State has the option to return any product(s) within the thirty (30) day timeframe for any reason. Bid **must** include a "total satisfaction" return policy for all products and **must not** impose any liability on the State for such returns.

SECTION 3 – GENERAL CONTRACTUAL ITEMS

- **Do not** provide responses to items in this section.

3.1 **PAYMENT AND INVOICE PROVISIONS**

A. Forward invoice to:

Black River Technical College
Department of Finance
P.O. Box 468
Pocahontas, AR 72455

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.
- C. Do not invoice the State in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The Contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Contractors may register on-line at <https://www.ark.org/contractor/index.html>.

3.2 **GENERAL INFORMATION**

A. The State will not:

1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30-day written notice to the Contractor/lessor in the event funds are not appropriated.
2. Contract with another party to indemnify and defend that party for any liability and damages.
3. Pay damages, legal expenses or other costs and expenses of any other party.
4. Continue a contract once any equipment has been repossessed.
5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
6. Enter a contract which grants to another party any remedies other than the following:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of de-installation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.

e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

- B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a State Procurement Official.

3.3 CONDITIONS OF CONTRACT

- A. Observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. Indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

3.4 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to the State will be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **must not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

3.5 RECORD RETENTION

- A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

3.6 CONFIDENTIALITY

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State has the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

3.7 CONTRACT INTERPRETATION

Should the State and Contractor interpret specifications differently, either party may request clarification. However, if an agreement cannot be reached, the determination of the State is final and controlling.

3.8 CANCELLATION

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to minor amendments to the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

3.9 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** be fully performed.

SECTION 4 – STANDARD TERMS AND CONDITIONS

- **Do not provide responses to items in this section.**
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
- 3. **BID SUBMISSION:** Original Bid Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Bid Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be rejected. The person signing the bid should show title or authority to bind his firm in a contract. Multiple bids **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
- 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
- 5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
- 6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
- 7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
- 8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item

number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.

- 9. TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
- 10. AMENDMENTS:** Contractor's bids cannot be altered or amended after the bid opening except as permitted by regulation.
- 11. TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 12. AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful Contractor.
- 13. DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the Contractor.
- 14. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
- 15. STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
- 16. DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
- 17. VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 18. INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
- 19. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.

- 20. PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 21. ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 22. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
- 23. CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
- 24. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Bid Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 25. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.