Contract Review Sheet

Contract for Services **PW-5554-23 - Am2**

Title: **As-Needed Vehicle Upfit Services for County Emergency Vehicles**

Contractor's Name: **Day Management Corp.**

Department: **Public Works Department** Contact: **Janet Wilson**

Analyst: **Kathleen George** Phone #: **(503) 566-4139**

Term - Date From: **Execution** Expires: **June 30, 2027**

Original Contract Amount: **$ 1,200,000.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ 250,000.00** New Contract Total: **$ 1,450,000.00** Amd% **21%**

Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **20-0260 Request for Proposal** RFP# **PW1289-23**

Description of Services or Grant Award

Service agreement for as-needed vehicle upfit services for County emergency vehicles.

SAT was approved for $1,750,000 for a 5-year term, however, the original agreement will be 3 years with the option to extend, starting at $1,200,000 to account for term adjustment and projects transferring from FY22-23 > FY23-24.

Amendment #1 to extend date to 6/30/27.

Amendment #2 increases the not to exceed amount by $250,000 for a new contract value of $1,450,000.

Desired BOC Session Date:	**12/2/2026**	Contract should be in DocuSign by:	**11/11/2026**
Agenda Planning Date	**11/19/2026**	Printed packets due in Finance:	**11/17/2026**
Management Update	**10/6/2026**	BOC upload / Board Session email:	**11/18/2026**

BOC Session Presenter(s) **Michael Pierce** Code: **Y**

REQUIRED APPROVALS

	10/26/2026	Janet Wilson	10/20/2026
Finance - Contracts	Date	Contract Specialist	Date
	10/26/2026	Jan Fritz Jan Fritz (Oct 30, 2026 10:21:01 PDT)	10/30/2026
Legal Counsel	Date	Chief Administrative Officer	Date

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: December 2, 2026

Department: Public Works

Title: As-Needed Vehicle Upfit Services for County Emergency Vehicles

Management Update/Work Session Date: 10/6/2026 **Audio/Visual aids** ☐

Time Required: 5 Minutes **Contact:** Michael Pierce **Phone:** 503 365 3196

Requested Action:

Approve Amendment No. 2 to Contract PW-5554-23 with Day Wireless in the amount of $250,000.00, increasing the contract not-to-exceed amount from $1,200,000.00 to $1,450,000.00 for vehicle up-fitting services.

Issue, Description & Background:

The Board has authorized Public Works to begin the competitive procurement process for a new multi-year vehicle up-fitting services contract. This process will take a number of months to complete. In the meantime, Amendment No. 2 to the existing contract with Day Wireless will provide the services needed for the remainder of FY2026/27.

Financial Impacts:

This is a budgeted expense in the current fiscal year, which will be recouped through Consolidate Fleets lease rates.

Impacts to Department & External Agencies:

None.

List of attachments:

Amendment No. 2 to PW-5554-23

Presenter:

Michael Pierce

Department Head Signature:

BNicholas

Digitally signed by BNicholas
Date: 2026.10.13 09:07:54 -07'00'

AMENDMENT 2 to PW-5554-23
the CONTRACT FOR SERVICES
between
MARION COUNTY and DAY MANAGEMENT CORP.

This is Amendment 2 to the Contract for Services (as amended from time to time, the "Contract"), dated July 21, 2023 between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and Day Management Corp., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strikethrough~~):

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is $1,450,000.00 ~~$1,2000,000.00~~.

EXHIBIT A
STATEMENT OF WORK

2. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is $1,450,000.00 ~~$1,2000,000.00~~.

Except as expressly amended above, all other terms and conditions of the original Contract and any previously executed amendments are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: Brian Nicholas — 10/26/2026

Brian Nicholas (Oct 26, 2026 10:27:00 PDT)

Department Director or designee — Date

Authorized Signature: Jan Fritz — 10/30/2026

Jan Fritz (Oct 30, 2026 10:21:01 PDT)

Chief Administrative Officer — Date

Reviewed by Signature: — 10/26/2026

Marion County Legal Counsel — Date

Reviewed by Signature: — 10/26/2026

Marion County Contracts & Procurement — Date

DAY MANAGEMENT CORP. SIGNATURE

Authorized Signature: _____

Date

Title: _____

Contract Review Sheet

Contract for Services **PW-5554-23 - Am1**

Title: **As-Needed Vehicle Upfit Services for County Emergency Vehicles**

Contractor's Name: **Day Management Corp.**

Department: **Public Works Department** Contact: **Jeniffer Scales**

Analyst: **Kathleen George** Phone #: **(503) 588-5036**

Term - Date From: **July 5, 2023** Expires: **June 30, 2027**

Original Contract Amount: **$ 1,200,000.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 1,200,000.00** Amd% **0%**

Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **20-0260 Request for Proposal** RFP# **PW1289-23**

Description of Services or Grant Award

Service agreement for as-needed vehicle upfit services for County emergency vehicles.

SAT was approved for $1,750,000 for a 5-year term, however, the original agreement will be 3 years with the option to extend, starting at $1,200,000 to account for term adjustment and projects transferring from FY22-23 > FY23-24.

Amendment #1 extends expiration date to 6/30/27.

Desired BOC Session Date: _____ Contract should be in DocuSign by: _____

Agenda Planning Date _____ Printed packets due in Finance: _____

Management Update _____ BOC upload / Board Session email: _____

BOC Session Presenter(s) _____ Code: **G**

REQUIRED APPROVALS

Chalyce MacDonald	03/13/2026	JEniffer Scales JEniffer Scales (Mar 30, 2026 10:36:17 PDT)	03/30/2026
Finance - Contracts	Date	Contract Specialist	Date
Scott Norris Scott Norris (Mar 17, 2026 16:50:24 PDT)	03/17/2026	Jan Fritz Jan Fritz (Mar 17, 2026 17:37:30 PDT)	03/17/2026
Legal Counsel	Date	Chief Administrative Officer	Date

Marion County
OREGON

AMENDMENT 1 to PW-5554-23
the CONTRACT FOR SERVICES
between
MARION COUNTY and DAY MANAGEMENT CORP.

This is Amendment 1 to the Contract for Services (as amended from time to time, the "Contract"), dated July 21, 2023 between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and Day Management Corp., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strikethrough~~):

1. **TERM.**
   This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on **June 30, 2027** ~~June 30, 2026.~~ The parties may extend the term of this Contract provided that the total Contract term does not extend beyond **June 30, 2028.**

Except as expressly amended above, all other terms and conditions of the original Contract and any previously executed amendments are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES

Authorized Signature: Brian Nicholas — Brian Nicholas (Mar 13, 2026 12:57:09 PDT) — 03/13/2026
Department Director or designee — Date

Authorized Signature: Jan Fritz — Jan Fritz (Mar 17, 2026 17:37:30 PDT) — 03/17/2026
Chief Administrative Officer — Date

Reviewed by Signature: Scott Norris — Scott Norris (Mar 17, 2026 16:50:24 PDT) — 03/17/2026
Marion County Legal Counsel — Date

Reviewed by Signature: — 03/13/2026
Marion County Contracts & Procurement — Date

DAY MANAGEMENT CORP. SIGNATURE

Authorized Signature: Todd Cox — Todd Cox (Mar 30, 2026 10:10:42 PDT) — 03/30/2026
Date

Title: _____

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Contract Review Sheet

PW-5554-23

Contract for Services #: **PW-5554-23** Amendment #: ____

Contact: **Chalyce MacDonald** Department: **Public Works Department**

Phone #: **(503) 566-4139** Date Sent: **Wednesday, June 21, 2023**

Title: **As-Needed Vehicle Upfit Services for County Emergency Vehicles**

Contractor's Name: **Day Management Corp. dba Day Wireless Systems**

Term - Date From: **Execution** Expires: **June 30, 2026**

Original Contract Amount: **$1,200,000.00** Previous Amendments Amount: **$0.00**

Current Amendment: **$0.00** New Contract Total: **$1,200,000.00** Amd% **0%**

☐ Incoming Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **20-0260 Request for Proposal** RFP# **PW1289-23**

Description of Services or Grant Award

Service agreement for as-needed vehicle upfit services for County emergency vehicles.

SAT was approved for $1,750,000 for a 5-year term, however, the original agreement will be 3 years with the option to extend, starting at $1,200,000 to account for term adjustment and projects transferring from FY22-23 > FY23-24.

Desired BOC Session Date: **7/19/2023** BOC Planning Date: **7/6/2023**

Files submitted in CMS: **6/28/2023** Printed packet & copies due in Finance: **7/4/2023**

BOC Session Presenter(s) **Dennis Mansfield**

FOR FINANCE USE

Date Finance Received: ____ Date Legal Received: ____

Comments: **Y**

REQUIRED APPROVALS

DocuSigned by: Camber Schlag C5B2F3DF257F444... 6/28/2023
Finance - Contracts — Date

DocuSigned by: ChalyceMacDonald 2A951B57566514CF... 7/5/2023
Contract Specialist — Date

DocuSigned by: Jane E Vetto D06FC5B04B8F483... 6/30/2023
Legal Counsel — Date

DocuSigned by: Jan Fritz DG163512488DE4EC... 6/30/2023
Chief Administrative Officer — Date

DocuSign Envelope ID: 7EFC7935-55CA-491D-BCCD-027703570509

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date:	July 19, 2023				
Department:	Public Works	Agenda Planning Date:	July 6, 2023	Time required:	5 min.
☐ Audio/Visual aids	N/A				
Contact:	Dennis Mansfield	Phone:	503-365-3111		

Department Head Signature:

DocuSigned by:
Brian Nicholas
9793BA7ACD6D443...

TITLE	Consider approval of Service Agreement PW-5554-23 with Day Wireless Systems in the amount of $1,200,000.00 for As-Needed Vehicle Upfit Services for County Emergency Vehicles.
Issue, Description & Background	The Marion County Fleet Services program provides the purchasing, up-fitting, maintenance and surplus of approximately 280 light duty fleet vehicles. The Sheriff's Office has over 130 vehicles in this program, most of which require specialized up-fitting for their lights and sirens. The county fleet shop is not set up to provided this specialized up-fitting, thus a 3rd part contractor provides the service. In April 2023, a Request for Proposals was posted and Day Wireless Systems was found to be the optimal choice for providing these services to the County.
Financial Impacts:	The Consolidated Fleet Fund will pay for these services, which is the fund that each department pays a monthly lease rate to for the purchasing, up-fitting and maintenance of their vehicles.
Impacts to Department & External Agencies	N/A
Options for Consideration:	1) Approve Service Agreement PW-5554-23 with Day Wireless Systems 2) Decline approval of Service Agreement PW-5554-23 with Day Wireless Systems
Recommendation:	Public Works recommends approving the Service Agreement with Day Wireless Systems
List of attachments:	1) Service Agreement with Day Wireless Systems 2) Ex. B - Rate Schedule and Work Plan
Presenter:	Dennis Mansfield

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to:	Chalyce MacDonald, cmacdonald@co.marion.or.us

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MARION COUNTY
CONTRACT FOR SERVICES
PW-5554-23

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Day Management Corp dba Day Wireless Systems, an Oregon Corporation hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

1. TERM

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on **June 30, 2026.** The parties may extend the term of this Contract provided that the total Contract term does not extend beyond **June 30, 2028.**

2. CONSIDERATION

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is $1,200,000.00. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

C. If specified below, county's payments to Contractor under this agreement will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with Exhibit B: Appendix II To Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards

In accordance with 2 CFR 200.331, Contractor has been designated:

☐ Subrecipient
☐ Contractor/Vendor
☒ Not applicable – (there are no federal funds tied to the contract)

3. COMPLIANCE WITH STATUTES AND RULES

A. County and the Contractor agree to comply with the provisions of this contract, its exhibits and attachments and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

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County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 27.C of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

i. Termination of this Contract, in whole or in part;

ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.

C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT AND TITLE VI OF THE CIVIL RIGHTS ACT

Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

5. TIME IS OF THE ESSENCE

Contractor agrees that time is of the essence in the performance of this Contract.

6. FORCE MAJEURE

Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract

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upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

7. FUNDING MODIFICATION

A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS

Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

9. ACCESS TO RECORDS

A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

10. REPORTING REQUIREMENTS

Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by the Contractor shall be supported by documentation in Contractor's possession from third parties.

11. CONFIDENTIALITY OF RECORDS

A. Contractor shall not use, release, or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

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B. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

12. INDEMNIFICATION AND INSURANCE

A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

13. EARLY TERMINATION

This Contract may be terminated as follows:

A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

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14. PAYMENT ON EARLY TERMINATION

Upon termination pursuant to section 13, payment shall be made as follows:

A. If terminated under 13A or 13B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

B. If terminated under 13C by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

C. If terminated under 13C or 13D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

15. INDEPENDENT CONTRACTOR

A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.

B. SUBCONTRACTING/NONASSIGNMENT. No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

16. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

17. OWNERSHIP AND USE OF DOCUMENTS

All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

18. NO THIRD-PARTY BENEFICIARIES

A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

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B. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

19. SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

20. MERGER CLAUSE

This Contract and the attached exhibits constitute the entire agreement between the parties.

A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

C. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

21. WAIVER

The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

22. REMEDIES

In the event of breach of this Contract, the Parties shall have the following remedies:

A. If terminated under 13C by County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

B. In addition to the remedies in sections 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

23. INSURANCE

A. REQUIRED INSURANCE. Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. WORKERS COMPENSATION. All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers'

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compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. PROFESSIONAL LIABILITY. Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ **Required by County** ☐ **Not required by County.**
☒ $1,000,000 Per occurrence limit for any single claimant; and
☒ $2,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Risk Manager

iii. CYBER LIABILITY. Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

☐ **Required by County** ☒ **Not required by County.**
☐ $2,000,000 Per occurrence limit for any single claimant; and
☐ $5,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Information Technology Director and Risk Manager

iv. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ **Required by County** ☐ **Not required by County.**

Minimum Limits:
☒ $1,000,000 Per occurrence limit for any single claimant; and
☒ $2,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Risk Manager
☐ $500,000 Per occurrence limit for any single claimant
☐ $1,000,000 Per occurrence limit for multiple claimant

v. AUTOMOBILE LIABILITY INSURANCE. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ **Required by County** ☐ **Not required by County.**

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Minimum Limits:

☒ Oregon Financial Responsibility Law, ORS 806.060 ($25,000 property damage/$50,000 bodily injury $5,000 personal injury).

☒ $500,000 Per occurrence limit for any single claimant; and

☒ $1,000,000 Per occurrence limit for multiple claimants

☐ Exclusion Approved by Risk Manager

B. ADDITIONAL INSURED. The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

24. NOTICE

Except as otherwise expressly provided in this contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:
Day Wireless Systems
4700 SE International Way
Milwaukie, OR 97222
contracts@daywireless.com

To County
Procurement & Contracts Manager
555 Court Street NE, Suite 5232
P.O. Box 14500
Salem, Oregon 97309

25. SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

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26. SEVERABILITY

If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

27. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to the County that:

A. Contractor has the power and authority to enter into and perform this Contract.

B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:

i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

D. Any Equipment/Components/Hardware delivered or granted to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

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28. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Not Present At Meeting

Chair — Date

Commissioner — 7-19-2023 — Date

Commissioner — 7-19-2023 — Date

Authorized Signature: DocuSigned by: Brian Nicholas 9793BA7ACD6D443... — 6/29/2023
Department Director or designee — Date

Authorized Signature: DocuSigned by: Jan Fritz DC16351248DE4EC... — 6/30/2023
Chief Administrative Officer — Date

Reviewed by Signature: DocuSigned by: Jane E Vetto D0CFC5B04B9F483... — 6/30/2023
Marion County Legal Counsel — Date

Reviewed by Signature: DocuSigned by: Camber Schlag C5B2F3DF257F444... — 6/28/2023
Marion County Contracts & Procurement — Date

DAY WIRELESS SYSTEMS SIGNATURE

Authorized Signature: DocuSigned by: B905DB53FD64414... — 7/21/2023
Date

Title: COO

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EXHIBIT A
STATEMENT OF WORK

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

A. GENERAL INFORMATION.

i. Marion County utilizes a centralized Fleet Services program that supports several county departments which include, but are not limited to, the Sheriff's Office, Health and Human Services, Juvenile, Public Works, Community Services, Business Services, District Attorney's Office, and the Clerk's Office. Marion County has 281 vehicles in their light duty fleet that they provide inventory, tracking, maintenance, and replacement of various mid-sized sedans, full-sized sedans, mini-vans, compact pickups, full-sized pickup trucks, AWD Mid-Sized SUVs, and AWD Full-Sized SUVs, which include Patrol & K9 units utilized by Marion County personnel. As part of that program vehicles are tracked and identified for replacement upon a schedule that varies according to the type and quantity of usage per vehicle, whether that be hours or miles driven. In addition, vehicles sometimes need to be replaced as a result of catastrophic failure or as a result of a motor vehicle accident.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE. Contractor shall perform services including, but not limited to, the following:

I. **Equipment, installation, and setup specifications:**
The following list of specifications and part installation requirements reflect a Standard Vehicle. Vehicles and part requirements may vary across projects.

a. All emergency equipment listed will be mounted and wired up to a wiring harness & fuse panel, all to terminate at Controller / Radio, etc., within the console. All hardware is to be installed with a securely mounted service loop to ease future service.

b. Any reference to brand names is meant as descriptive not restrictive. Alternatives that meet or exceed those listed may be accepted.

c. Equipment, setup, and installation shall conform to the specifications below.

II. **Wire Harness Specifications:**
All wire is to be color coded, with no repeats in color on same gauges of wire. Any wiring of same color and size must be differentiated by a continuous trace of different color. All wire shall be clearly labeled every three (3) inches to identify the purpose of said wire. Wire shall be of SXL (Cross Linked Polyolefin Insulated) XLP type and meet the following specifications:

a. Ford (M1L-85A) & Chrysler (MS-5919) wire specification:

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b. Heat resistance rates that meet or exceed SAE International Low Voltage Primary Cable standard SAE-J1128 Abrasion Resistance rating that meets or exceeds military standard MIL-T-5438.

c. The wiring harness/fuse panel shall be modular in design. It shall include all power wires & any trigger or activation wires so that no extra wires are outside the harness. This harness is to include all under-hood wiring, strobe, back flash, rear light-kill wires, gunlock, Mobile Data Terminal (MDT) pre-wire, cellphone, scanner, etc. Additional labeled power wires not currently used shall be wired into the harness to facilitate future equipment upgrades. Future use power wires shall have fuse terminal locations pre-existing in the modular fuse panel.

d. All fuse terminal connectors shall be crimped with a Molex connector and wired to run without interruption to the hardware it controls. Butt and crimp connectors must be nylon (not vinyl) and usage kept to a minimum throughout the vehicle. No push on terminals of any type, specifically Scotch-Loc, or T-Tap connectors are to be used within the harness. Every item within the vehicle must be individually fused within the modular panel and any fuses over 30 amps in value shall be a maxi-fuse. Each component's wiring must be sized to handle at least 125% of that circuit capacity. All wire runs are to be within factory wiring channels and secured every 6 inches at a minimum. Extra wiring is to be cut short, still allowing a service loop, but no bundles of wire under the carpet, dash, or trunk will be acceptable.

e. The fuse/relay panel itself must be secured to the inner fender and have the headlight flasher, solenoid, and power tamer contained within the panel. No fuses shall be mounted in any other location within the vehicle. The power tamer shall be mounted against the panel so as to protect it from moisture. A single 4-gauge power wire shall be wired directly to the battery positive terminal from the solenoid. All power wires from the modular fuse panel shall then hook up to the backside of the solenoid, which is controlled by the Power Tamer. Seven (7) of the ATO size fuses within the panel shall be hot all the time, with the remainder on the timed circuit. A minimum of 4 Maxi fuses shall be wired into the panel as well. All future use wiring in electrical harness shall be neatly contained within the back of console body.

f. All wiring runs, equipment locations, and fuse layouts are to be identical on every unit, and a diagram must be provided with every vehicle. A lid covering the fuse panel shall indicate the location and function of each fuse within the panel, including future use wiring and values.

g. All supplemental wiring shall meet the same standard as the modular wire harness, i.e., Quality, Labeling & Specifications. The harness shall include the following wires: Power Tamer, Spare (yellow), MDT (2 ea.), strobe power, back flash, wig wag, spare (red), siren amp, CB, Radio #2, MDT (switched) arrow stick, gunlock, cell phone, cigarette lighter, map light, flashlight, aux. 1, main power, aux. 2, radio power.

h. All supplemental wiring is to be continuous runs with no cable extension other than at the hardware it is wired to.

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i. The master ground is to be an 8-gauge wire connecting from the factory ground terminal on the battery and run in to the console, terminating with a common ground bolt in the console. All grounds not wired to the common ground shall use star type lock washers at the ground end, i.e., Head light flasher, strobe power supply. No barrier strip grounding is permitted.

III. **Siren Speaker:** Whelen siren speaker. Installation of siren speaker should be in a location to generate the most efficient sound output, wire to harness with labeled wire.

IV. **Headlight Flasher:** Whelen headlight flashers or equivalent will be installed where applicable. Ford Interceptors will utilize factory headlight flashers. Install to Manufacturers' instructions. Mounted as listed in electrical specifications. Wire to fuse panel & Siren/PA/Light Controller. Must be park-killed on light level number 3.

V. **Strobe Package:** Whelen "Vertex" or equivalent hide-a-way LED's. 2 clear tubes in front headlight housing. 2 red tubes in rear brake housings. 2 blue tubes in back up housing.

VI. **Console:** Console will be a Havis system or equivalent. Install console per manufactures instructions. All equipment in the console must be mounted with service loops, of no less than 12 inches.

VII. **Floor Plate:** Install steel no holes bored floor plate per manufacturer instructions.

VIII. **MDT Mounting System:** MDT mounting system will be Havis or equivalent. A low loss ant coax shall be mounted in front of the light bar, with the cable secured beneath the passenger side B-pillar and terminated at the laptop. As per the electrical specifications, any required power wires shall already be within the electrical harness, including power requirements for trunk mounted VRM modems or CPU mounted hard cards, therefore, should the S.O. change modem requirements in the future, no additional power wires will need to be installed. S.O. will provide laptop and docking station with charger.

IX. **MDT Coax:** Only ultra-low-loss cable is to be used. To be installed behind light bar, with digital ultra-low-profile antenna. Cable shall be secured down "A" pillar on driver side.

X. **Cup-holder:** Cup holders will be mounted in conjunction with the console system. Cup holders shall be placed where ergonomically most efficient based on the layout of priority equipment.

XI. **Arm Rest:** Arm rest shall be affixed to the console where applicable.

XII. **Siren/Public Address (PA)/Light Controller:** Whelen controller box or equivalent product will be installed. Hook up horn ring, brake & back up light kill, back lighting for controller. Wire all activation wires to controller. Wiring shall allow for service loop of at least 12 inches. Ground to master ground bolt in console, grounding to stud terminal on back of unit not acceptable. Auxiliary switch to trigger rear mounted dome light. PA microphone shall be mounted to the right side of console using magnetic microphone clip.

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XIII. **Multi-Band County Radio:** Install supplied radios with radio re-broadcast function. Radio shall be installed in a location that allows for the stacking of multiple base radios. Multiple base radios will be used in conjunction with one or more remote radio heads. Current base radio installation will include VHF, UHF, and 700/800.

XIV. **Multi-Band Antenna Installation:** Install behind light bar, with Very High Frequency VHF antenna and UHF antenna. Antennas must be tuned per vehicle.

XV. **Flashlights:** Install 1 Pelican flashlight, and wire charger sleeve to wire harness. Attach sleeve in best ergonomic location to allow for ease of access and wire into modular fuse panel. Ground to master ground bolt in console.

XVI. **Park-Kill:** Pro Guard Safe Stop to be installed on the dash of all vehicles and clearly marked.

XVII. **Accessory Power Outlet:** Mount in face plate at top of console. Ground to master ground bolt in console.

XVIII. **Interior Dome Light:** Prisoner dome light to operate when aux. switch is in on position. Relay to be secured to wire harness approximately eight (8) inches from rear of MasterCom. Install Sound Off LED Red/White dome light or equivalent in factory front location.

XIX. **Partition:** Pro Guard Partition or equivalent set back as far as possible to allow maximum driver & passenger seat travel.

XX. **Gun-Mount & Lock:** Install contour consoles recess panel single weapon mount to recess portion of partition. Locks shall release with button on controller.

XXI. **Prisoner Seat:** Remove factory supplied rear seat. Pro Guard prisoner seat (S4702UINT13) or equivalent with upgraded PG 40SB4715 seatbelt system or equivalent to be installed.

XXII. **Rear Partition:** Pro Guard or equivalent rear prisoner partition is included and mounted with the rear prisoner seat.

XXIII. **Rear Hatch LED's:** Whelen micron (MCRNSJ) or equivalent LEDs mounted flush on the inside lip of the rear hatch, wired to "level 1" of the siren controller. Installation shall not interfere with the seal of the rear hatch.

XXIV. **Light Bar:** Remove headliner. Install Whelen Liberty II lightbar (IW8RRBB) or equivalent to roof of vehicle and run cables through plastic grommet and seal hole internally & externally. Mount centered on "B" Pillars with cable running inside driver side "B" Pillar, so that factory trim does not bulge out when replaced. Ground to master ground bolt in console.

XXV. **Grille Lights:** Whelen LED grille lights or equivalent mounted into or behind the grill where applicable, wired to "level 2" of the siren controller.

XXVI. **License Plate Lights:** Code 3 XT3 lights or equivalent mounted on the aluminum bracket underneath the rear license plate, wired to "level 1" of the siren controller.

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XXVII. **Intersection Lights:** Sound off intersection lights (ENT2B3J) or equivalent mounted underneath the driver side and passenger side mirrors.

XXVIII. **Solenoid:** Wire to modular fuse panel/wire harness, controlled by power tamer. Four (4) gauge main power to feed directly to battery terminal. By disconnecting this wire all aftermarket equipment will be disconnected from factory electrical system.

XXIX. **Aux. radio speakers:** Mount to recess panel on partition by driver side, up high for each radio, not to interfere with rear visibility.

XXX. **Radar:** County shall provide radar to be installed to manufacturer specifications.

XXXI. **Printer:** County shall provide Brother printer or equivalent to be installed to manufacturer specifications.

XXXII. **Cargo Box:** Setina (TK02536DUR11) cargo box or equivalent to be installed to manufacturer specifications while allowing access to storage underneath the floor.

XXXIII. **Disable/Enable:** Disable rear door openers and windows.

XXXIV. **Brake & Backup Light Kill:** Install brake light/taillight kill module consistent with federal specifications and standards.

XXXV. **Window Bars:** Pro Guard (WB47NPUINT13) or equivalent product. Install rear door window bars.

XXXVI. **Power Tamer:** Unit shall not be wired into electrical circuit in a manner that carries amp load requirements of emergency equipment through it. Proper installation will result in only timer control of solenoid.

XXXVII. **Push Bumper:** Setina (PB450L4) push bumper or equivalent product wired to "level 2" of controller with 20" flood/spotlight mounted to push bumper wired to controlled.

XXXVIII. **Warranty and Inventory requirements:** For the first year of vehicle service, the Contractor shall replace defective or failed manufactures equipment with new hardware from Contractor's stock. This replacement warranty service shall be provided at no charge and within 48 hours of notification. Beyond 48 hours the County reserves the right to self-support and invoice Contractor for charges incurred. All installation work is to be warranted for a minimum of 3 years.

C. SPECIAL REQUIREMENTS. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors, and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional, and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

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Vehicle transportation to and from the Marion County Sheriff's Office Public Safety Building located at 3610 Aumsville Hwy SE, Salem, OR 97301, and/or Public Works Fleet Maintenance at 5155 Silverton Road NE, Salem, OR 97305, shall be the responsibility of the Contractor.

2. COMPENSATION

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is **$1,200,000.00.**

A. METHOD OF PAYMENT FOR SERVICES: County shall pay Contractor rates at or below the prices stated in Contractor's proposal, shown in Exhibit B – Rate Schedule and Work Plan.

B. BASIS OF PAYMENT FOR SERVICES. County shall pay Contractor all amounts due for Services completed and accepted by County and for Goods delivered and accepted by County after County's approval of Contractor's invoice to County for those Services and Goods.

C. EXPENSE REIMBURSEMENT. County will not reimburse Contractor for any expenses under this Contract without prior written approval.

D. GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.

E. INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

Marion County Public Works
Attn: Fleet Supervisor
5155 Silverton Rd NE
Salem, OR 97305

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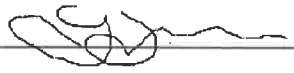
EXHIBIT B - RATE SCHEDULE and WORK PLAN
PW-5533-23

Attachment 4: Cost Proposal Submission Form

In accordance with the Request for Proposal issued by Marion County, the firm referenced below hereby submits a Cost Proposal.

I hereby certify that the undersigned is authorized to represent the firm stated below, and empowered to submit this proposal, and if selected, authorized to sign a contract with Marion County for the services identified in the Request for Proposal. In addition, all Marion County RFP for Vehicle Upfit Services requirements, including insurance requirements, have been reviewed and are incorporated in this Cost Proposal.

Firm Name: Day Management Corp dba Day Wireless Systems

Signature: 

Printed Name/Title: Lane Falkner – VP of Construction

Date: April 11, 2023

PROJECT COSTS				
Category	**Provide Details**	**Hours**	**Hourly Rate**	**Amount**
Labor hours		66	$80.00	5,280.00
Project Manager	Kim Butler (Business Development Support Representative) – Once purchase has been authorized by the customer, Kim begins the process of submitting part orders and starts the equipment staging in the install bay as parts arrives from vendors.	0	$0	$0
Key Person 1	Toby Padilla (Upfitting Service Manager) – Schedules vehicle in the cue and over sees all upfitting personnel. Kim will hand project off to Toby once all equipment has been received and staged. Toby will also work directly with the customer on any custom	0	$0	$0

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	"one off" special fabrication projects.			
Key Person 2	Rick Meise – (Upfitting Lead Technician) As a lead, Rick will perform the installation of equipment and delegate task to lower-level technicians. Rick will oversee the entire build from the moment Kim hands the project off to Toby. Rick will also review the completed build with the customer upon delivery.	22	$80.00	$1,760.00
Key Person 3	(Upfitting Install Technician) this could be several our mid-level install personal depending on the size of the project. This person will report to both Rick and Toby for install instructions and work oversight.	44	$80.00	$3,520.00
Pick up/Delivery Costs	Delivery and pick of vehicles is free of change within 60 miles of the Day Wireless Salem location.	0	$0.00	$0.00

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PROJECT COSTS				
Item	**Provide Details/average markup**	**Quantity**	**Cost**	**Amount**
Wire Harness Specifications	911 Circuits Ch27 - Includes one high current JK fuse. Includes any vehicle mount, optional plug and play Smart Start timer, siren mute, master circuit breaker, all power wires to battery pickup, and output wires. Siren speaker and 3 light trigger wires are 6 feet to siren controller. Configurable how you need it to match your unique installation requirements, with output wire lengths of 7ft, 14ft or 20 ft. – Average markup 5% to 20%	1	$650	$650
Siren Speakers	Whelen Siren Speaker SA315 and universal mounting bracket. Average markup 5% to 20%	1	$186.25	$186.25
Headlight Flashers	Whelen Headlight Flasher Average markup 5% to 20%	1	$59.95	$59.95
Strobe Package	Whelen Vertex Hide Away Light - (2) Red & (2) Blue Average markup 5% to 20%	4	$69	$276
Console	HAVIS - Vehicle-Specific 19″ Console with Pocket Jet 6 & 7 Internal Printer Mount Average markup 5% to 20%	1	$584.25	584.25
Floor Plate	HAVIS - Tunnel mount assembly for console (when not provided by auto manufacturer) Average markup 5% to 20%	1	$262.50	$262.50

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MDT Mounting System	HAVIS – telescoping pole assembly C-HDM-204, 11" slide out locking swing arm with low profile motion device C-MD-119, bracket assembly-MD-100, universal monitor mount C-UMM-103, quick release slide for keyboard mounting plate C-KBM-202 and stability side arm support C-HDM-401. Average markup 5% to 20%	1	$675.00	$675.00
MDT Coax	Panorama Antenna with low loss cabling – Part#LP-IN2385 Average markup 5% to 20%	1	$104.99	$104.99
Cup-holder	HAVIS – Cup holder Part#CUP2-1004 Average markup 5% to 20%	1	$48.75	$48.75
Arm Rest	HAVIS – Side mount arm rest Part#C-ARM-102 Average markup 5% to 20%	1	$70.50	$70.50
Multi-Band County Radio	Radios provided by the county will require console face plates that ae included in the console cost listed above Average markup 5% to 20%	1	$0.00	$0.00
Multi-Band Antenna Installation	Antennas and low loss NMO coax (3) Average markup 5% to 20%	3	$18.00	$54.00
Flashlights	Pelican 7060 Flashlight Average markup 5% to 20%	1	$228	$228
Park-Kill	Pro-Gard Safe Stop Average markup 5% to 20%	1	$140.66	$140.66

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Accessory Power Outlet	12V and USB Power Outlet – mounted in console faceplate	1	$54.00	$54.00
Interior Dome Light	SoundOff LED Red/White Dome Light Average markup 5% to 20%	1	$68.50	$68.50
Partition	Progard Partition – center sliding window with expanded metal Average markup 5% to 20%	1	$776.25	$776.25
Gun-Mount & Lock	XL handcuff Style Gun Lock mounted in recessed panel of front partition. Average markup 5% to 20%	1	$306.34	$306.34
Prisoner Seat	Progard rear partition with seat and center pull seat belt system Part# S4702UINT13OSB (includes S4702UINT13) and 4OSB4715 Average markup 5% to 20%	1	$1,583.25	$1,583.25
Rear Partition	Included in prisoner seat listed above	1	$0.00	$0.00
Rear Hatch LED's	Whelen MCRNSJ Average markup 5% to 20%	2	$119.25	238.50
Light Bar	Lightbar Bundle – includes siren and siren controller and IW8RRBB Lightbar Average markup 5% to 20%	1	$2,907.50	$2,907.50
Grille Lights	Whelen LED Grill Lights Average markup 5% to 20%	2	$88.75	$177.50
License Plate Lights	License plate lights and metal mounting bracket Average markup 5% to 20%	2	$55.00	$110.00

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Intersection Lights	SoundOff Signal Intersector lights ENT2B3J Average markup 5% to 20%	2	$186.00	$372.00
Solenoid	Modular fuse panel is included in the 911 Circuits wire harness listed above	1	$0.00	$0.00
Aux. radio Speakers	Auxiliary radio speaker Average markup 5% to 20%	1	$18.99	$18.99
Radar	Customer provided radar	1	$0.00	$0.00
Printer	Customer provided printer	1	$0.00	$0.00
Cargo Box	SETINA – rear cargo box TK02536DUR11 Average markup 5% to 20%	1	$1,204.09	$1,204.09
Disable/Enable	Disable rear door locks & windows – no equipment needed	1	$0.00	$0.00
Brake & Backup Light Kill	Rear blackout taillight kill module Average markup 5% to 20%	1	$35.00	$35.00
Window Bars	Progard window bars Part#WB47NPUINT13 Average markup 5% to 20%	1	$186.00	$186.00
Power Tamer	Power Tamer is included in the 911 Circuits wire harness listed above	1	$0.00	$0.00
Push Bumper	SETINA push bumper Part#PB450L4 with ECCO 20" white flood light	1	$1,031.21	$1031.21

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Other	Warranty -- For the first year of vehicle service, the Contractor shall replace defective or failed manufactures equipment with new hardware from Contractor's stock. This replacement warranty service shall be provided at no charge and within 48 hours of notification. All installation work is to be warranted for the lifetime of the vehicle.	1	$0.00	$0.00
Total Project Cost				$12,409.98

TOTAL PROJECT COSTS	
Total Project Cost	$17,689.98

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WORK PLAN AND SCHEDULE

A. (Duration of task: 2 to 3 business days) The Business Development Representative and the Upfitting Manager will work with Marion County to create a build specification for vehicle upfitting. Once the build specification has been established, the Business Development Representative will generate a build quote which will be given to the designated County representatives for specification and budgetary final approval.

B. (Duration of task: 2 to 5 business days) Once the final build quote has been approved, and a purchase order number or email confirmation has been received by DWS, the build process for the vehicles begins with the ordering of equipment. A tentative install date will be assigned by the Project Manager and the County representative will be notified.

C. (Duration of task: 4 to 12 weeks) As equipment arrives, the parts are placed in a "bin" labeled with the project sales order number, customer asset number and Vehicle Identification Number. The Upfitting Service Manager is given a build file which contains all information gathered by our Project Manager as it pertains to this specific build. As equipment arrives, the Project Manager will contact the County's representative to coordinate our transportation of the vehicle to our Salem location.

D. (Duration of task: 2 to 10 business days) Upon receipt of the vehicle, equipment, and confirmed scheduled install date, construction of the vehicle can commence. Throughout the build process our Upfitting Service Manager and Upfitting Lead Technician will consult with the County to capture any necessary changes not mentioned in the original build specifications. If changes are needed, a change order will be generated by the Business Development Representative and Project Manager for approval by the County. We feel it is important, especially in the early stages of a project, for the customer to participate in the build process to ensure their expectations are met. We encourage all of our customers to come by our upfitting shop to check the progress of their vehicles.

E. (Duration of task: 1 business day) Just before the completion of the vehicle, our Project Manager will reach out to the County's designated representative and delivery of the vehicle will be scheduled. Delivery of the vehicle will be at the designated Marion County delivery location. We ask that the County's designated representative be present for the delivery to finalize the process and sign off on a build check-out sheet.

F. (Duration of task: 1 business day) Upon final acceptance and signing of the build check-out sheet, the County can expect an invoice within 72 hours. Within two weeks of the customer acceptance of the vehicle, our Project Manager will follow up to ensure that the build is performing to the customer's expectations.

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COST CONTROL

It is in the best interest of both the County and Day Wireless for projects to be completed on-time and on-budget. We have weekly meetings to discuss our work flow, schedule, and personnel to ensure that our customer's expectations are being met.

Cost and production of projects are given heavy oversight by our Service Manager, Upfitting Service Manager, and Area Service Manager. Business Development Representative Todd Cox will also oversee this project and will be the POC responsible for cost control.

We agree that the pricing listed in this response is valid for one year after submittal.