

**RESOLUTION No. 18- 19**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-322 OF THE CITY CODE OF ORDINANCES, APPROVING THE PURCHASE OF ONE 2018 FORD F-150 (REGULAR CAB) VEHICLE, INCLUDING LED CORNER STROBES AND ONE 2018 FORD ESCAPE VEHICLE, INCLUDING LED CORNER STROBES FOR THE CODE COMPLIANCE DEPARTMENT IN AMOUNT NOT TO EXCEED \$43,527.00, VIA THE EXISTING AGREEMENT BETWEEN THE FLORIDA SHERIFF'S ASSOCIATION AND PRESTIGE FORD; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTUAL DOCUMENTS AND TO EXPEND BUDGETED FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Code Compliance Department for the City of Doral (the "City") has a need to purchase (2) additional vehicles to replace (2) currently depreciated vehicles in its fleet, and to provide an additional pick-up truck that the Department personnel can use for expanded enforcement responsibilities during the course of their duties; and

**WHEREAS**, the Florida Sheriff's Association competitively bid, in a manner similar to that set forth in Article V of the City Code, the provision of fleet vehicle and awarded an agreement to Prestige Ford, a copy of which is attached as Exhibit "A" ("Contract"); and

**WHEREAS**, Staff has reviewed and analyzed the Contract and finds the provision of fleet vehicles and the corresponding prices to be highly competitive and advantageous to the City and recommends the City procure one (1) 2018 Ford F-150 (Regular Cab) vehicle, including corner LED strobe lights, and one (1) 2018 Ford Escape, including corner LED strobe lights (the "Vehicles") pursuant to the Contract; and

**WHEREAS**, the purchase of the Vehicles will provide the Code Compliance Department with savings in its budget by replacing two current vehicles in its fleet that

are in constant need of repairs which will result in reduced down time and better overall service to the Doral community; and

**WHEREAS**, the Code Compliance Department had previously budgeted for the purchase of two vehicles; and

**WHEREAS**, Section 2-322 of the City Code provides that the City may enter into contracts entered into by other governmental authorities provided that the governmental authority has followed a competitive bidding procedure leading to the award of the bid or contract in question which is substantially similar to the competitive bidding procedure outlined in this article; and

**WHEREAS**, the Mayor and Council find that the purchase of the vehicles pursuant to the competitively bid and advantageous Florida Sheriff's Association Contract is in the best interest of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Procurement Approved.** Pursuant to Section 2-322 of the City's Code of Ordinance, the procurement of one (1) Ford F-150 (Regular Cab) vehicle, including corner LED strobe lights, and one (1) Ford Escape, including corner LED strobe lights, for the Code Compliance Department from Prestige Ford in a purchase price amount not to exceed \$43,527.00, via Contract FSA17-VEH15.0, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved.

**Section 3.** **Authorization.** The City Manager is hereby authorized to execute any purchase orders, agreements or other documents, after approval as to form and legal sufficiency by the City Attorney, as may be needed to accomplish the contemplated purchase of the Vehicle and to expend budgeted funds on behalf of the City with respect to the purchase approved herein.

**Section 4.** **Implementation.** The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

**Section 5.** **Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Vice Mayor Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 13 day of February, 2018.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.  
CITY ATTORNEY

# EXHIBIT “A”

# FSA Cooperative Purchasing Program



**Contract: FSA17-VEH15.0 Cab and Chassis Truck and  
Other Fleet Equipment**

**Contract: FSA17-VEL25.0 Police Rated, Administrative,  
Utility Vehicles, Trucks and Vans**

## Contract Terms and Conditions

EFFECTIVE DATE  
10/13/2017

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
Contract Terms and Conditions Rev 8-4-2017

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**1.0 GENERAL CONDITIONS**

**1.01 BID CORRESPONDENCE**

All correspondence regarding this bid should be directed to the Florida Sheriffs Association "FSA", using the information shown above. Please be sure to reference the bid number and your contact information.

The contact person(s) for this bid is

Greg Tish, FSA Cooperative Purchasing Program Coordinator  
E-mail: [gtish@flsheriffs.org](mailto:gtish@flsheriffs.org)  
Phone: 850-877-2165 ext. 241  
Fax: 850-878-5115

Annette Grissom, FSA Cooperative Purchasing Program Manager  
E-mail: [agrissom@flsheriffs.org](mailto:agrissom@flsheriffs.org)  
Phone: 850-877-2165 ext. 231  
Fax: 850-878-5115

All written (hard) copy communication or document submittals for this Invitation to Bid should be directed to:

Florida Sheriffs Association  
Attn: Cooperative Purchasing Program Coordinator  
2617 Mahan Drive  
Tallahassee, FL 32308  
850-877-2165

*The Bid number should be referenced on the outside of the box as well as the contents.*

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**1.02 PURPOSE**

The Florida Sheriffs Association invites interested Bidders, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The Florida Sheriffs Association will serve as the "Contract Administrator" in the solicitation process and the administration of the contract. The purpose of this bid is to establish a twelve (12) month contract, beginning October 1<sup>st</sup> and ending September 30<sup>th</sup>, annually with manufacturers and manufacturer's authorized dealers for the purchase of vehicles and equipment on a "no trade-in basis".

Trade-ins are not addressed in this contract. If a Purchaser has a desire to offer vehicles/equipment for trade to the vendor, the Purchaser and dealer may do so at their sole discretion, separate and apart from this contract.

**1.03 TERM OF CONTRACT**

This contract shall remain in effect for one (1) year from date of contract execution by the FSA Cooperative Purchasing Program Administrator, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, for up to two (2) additional years, on a year-to-year basis.

Contract extensions will only be executed when conditions indicate it is in the best interest of the FSA and the Purchasers.

In the event that the contract is held beyond the term herein provided it shall only be from a month-to-month basis only and shall not constitute an implied renewal of the contract. The month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

**1.04 ESTIMATED QUANTITIES (Vehicles and Equipment)**

In FY 2015-16 eligible users purchased approximately 9,800 vehicles and pieces of equipment from this contract. These estimated figures are given as a guideline for Vendors preparing bids.

Estimated quantities or estimated dollars, if provided, are for FSA guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The FSA is not obligated to place any order for a given amount subsequent to the award of this bid solicitation.

**1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER**

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute requiring, sealed and competitive bids procedures.

It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Nothing in this proposal in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this proposal.

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**1.06 COOPERATIVE PURCHASING**

Pursuant to their own governing laws, and subject to the agreement of the Vendor, other entities may be permitted to make purchases following the terms and conditions of this Contract.

**1.07 FUNDING**

Funds expended for the purposes of the contract must be appropriated by the individual participating agency for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination of costs if such funds are not appropriated.

**1.08 CURRENCY**

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

**1.09 GENERAL DEFINITIONS**

The following terms are defined as the following

- (a) **FSA Cooperative Purchasing Program Administrator**  
means the Florida Sheriffs Association in its role in administering the solicitation and contract administration process for the Florida Sheriffs Association and the Florida Association of Counties or their designee.
- (b) **Fleet Advisory Committee (FAC)**  
An employee of a sheriff's office and other local governmental agencies in the State of Florida or any other person who FSA identifies as subject matter expert who will assist with the development of bid specifications and evaluation of bid responses.
- (c) **Vendor**  
The proposer that has been awarded and agrees to provide products, vehicles, trucks, or equipment, which meet the requirements, specifications, terms and conditions of the agreement contract, to eligible Purchasers, as defined herein.
- (d) **Purchaser**  
An eligible Purchaser as defined in General Conditions Section 1.10 Eligible Purchasers of Contract.
- (e) **Bid**  
A competitive bid procedure established through the issuance of an invitation to bid. The term "bid" as used herein, shall not include request for proposals, request for qualifications, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.
- (f) **Bidder**  
A proposer or enterprise that submits a formal offer to the FSA Cooperative Purchasing Program Administrator in accordance with the Contract Terms and Conditions.

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- (g) **Dealer**  
A manufacturer's certified representative authorized by the manufacturer to market, sell, provide, and service the vehicles/equipment for the FSA Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- (h) **Manufacturer**  
The original producer or provider of vehicles or equipment responsive to this Bid.
- (i) **Factory**  
Refers to the manufacturer; the assembly line.
- (j) **Dealer Option**  
A product or service provided by the dealer or other third party; not the factory.
- (k) **Non-Scheduled Options**  
Any optional new or unused component not specified, feature or configuration not included in the base representative vehicle model specifications or options.
- (m) **Third Party Supplier**  
Those external to an enterprise who provide products and services that contribute to the overall finished vehicle. Third Party Suppliers are contractors under the direction and responsibility of the awarded Vendor and may also be referred to as upfitters within this document.
- (n) **Manufacturer's Suggested Retail Price (MSRP)**  
Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the Purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:  
  1. Manufacturer's Computer Printouts; Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent
  2. Chrome Systems, Inc.'s PC Carbook (PC Carbook Plus and PC Carbook Fleet Edition)
  3. Manufacturer's Annual U.S. Price Book
  4. Manufacturer's official website
- (o) **Published List Price**  
A standard "quantity of one" price currently available to government and educational purchasers excluding cooperative or volume discounts.
- (p) **Production Cutoff**  
A term used by manufacturers to notify dealers that the factory has reached maximum capacity for orders. Vehicle manufacturers use this term when referring to any given model year for production.
- (q) **End User**  
A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.
- (r) **Vehicle Bid Award System (VeBA)**  
The online system used for the submission of electronic bids and tabulation of bid results for the specifications connected to this Invitation to Bid.

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**1.10 ELIGIBLE PURCHASERS OF CONTRACT**

Awarded bids, or contract prices, will be extended and guaranteed to any local government agency or political subdivisions of the state, including but not limited to counties, boards of public instruction, municipalities or police agencies, other local or public safety agencies or authorities within the State of Florida, or the state universities and colleges. In addition, bids will be extended and guaranteed to any other entities approved by manufacturers to participate in this contract. The participating agencies cannot guarantee any order other than those ordered through each individual agency.

All Purchasers are bound by local governing purchasing ordinances, rules and regulations that shall apply to purchases made under this contract. All awarded Vendors are governed by their manufacturer's agreement.

Out of state sales are permitted under this contract. However, all Purchasers are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All Vendors are governed by their manufacturer's agreement. All Vendors referencing this contract for the purpose of facilitating sales outside the State of Florida must accept the terms and conditions of this contract.

**1.11 LEGAL REQUIREMENTS**

Federal, State, county laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

**1.12 PATENTS & ROYALTIES**

The bidder, without exception, shall indemnify and save harmless the FSA and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a Purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**1.13 FEDERAL AND STATE STANDARDS**

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable federal or State legislation that becomes effective during the term of the Contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The Awarded Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Awarded Vendor shall contact the FSA Cooperative Purchasing Program Administrator immediately.

The bidder warrants that the product supplied to the FSA or Purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

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The bidder shall obtain and pay for all licenses, permits and inspection fees (including all levels of governmental fees) required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.

#### 1.14 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

#### 1.15 AMERICAN WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

#### 1.16 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

#### 1.17 MINORITY BUSINESS ENTERPRISE (MBE)

The Florida Sheriffs Association Policy is that Minority Business Enterprises (MBE) shall have the opportunity to participate in this invitation to bid. Such process would be for supplying goods and services to FSA and Purchasers.

#### 1.18 ANTI-DISCRIMINATION

The bidder certifies that he/she is in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

#### 1.19 BEST COMMERCIAL PRACTICES

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices, size, and design are to be used.

All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

#### 1.20 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work,



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may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Vendor, supplier, Sub-Vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

#### 1.21 TAX EXEMPTION

All State and Federal tax exemptions applicable to the units of local government of the State of Florida will apply, and appropriate certifications furnished. Purchasers shall comply with all federal, state and local tax requirements.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

#### 1.22 TAXES

Customers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the Purchaser is exempt by obtaining the Purchaser's Federal Excise and State Taxes and Use Certificate Number.

#### 1.23 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

1. Addenda to Contract Terms and Conditions, if issued
2. Bidder Instructions
3. Contract Conditions
4. General Conditions

#### 1.24 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA are limited to matters of process or procedure.

Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid.

#### 1.25 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS

Any questions or clarifications concerning the Invitation to Bid shall be submitted by e-mail to [CPP@flsheriffs.org](mailto:CPP@flsheriffs.org) with the bid title and number referenced on all correspondences. All questions must be received by the date included in the FSA Bid Calendar. Questions and responses will be posted to the FSA Cooperative Purchasing Program website as outlined in the FSA Bid Calendar. Interpretation of the specifications or any solicitation documents will NOT be made to the Bidder verbally, and if any verbal clarifications are provided they are without legal effect.

CLARIFICATION QUESTIONS WILL NOT BE RECEIVED AFTER THE CONE OF SILENCE DEADLINE LISTED ON THE BID CALENDAR.

The FSA shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids are required which will be posted on the FSA Cooperative Purchasing Program website. Any such addenda shall be binding on the Bidder

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and shall become a part of the solicitation document. In the event of conflict with the original Contract Terms and Conditions, Addendum shall govern to the extent specified. Subsequent Addendum shall govern over prior Addendum only to the extent specified.

FSA will make every attempt to e-mail updates to registered bidders. However, posting on the FSA website constitutes proper notice of addenda.

The Bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided. Failure to acknowledge Addendum shall deem its Bid non-responsive; provided, however, that the FSA may waive this requirement in its best interest. The FSA will not be responsible for any explanation or interpretation made verbally or in writing by any other FSA representative.

#### 1.26 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder or Vendor, which offer shall be deemed accepted upon approval by the FSA and in case of default on the part of successful Bidder or Vendor, after such acceptance, the FSA may procure the items or services from other sources.

#### 1.27 ASSIGNMENT OF CONTRACT

No right or interest in this Contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

#### 1.28 TERMINATION OF PRODUCT LINE

If an FSA-awarded vendor terminates a product line (manufacturer or brand), the dealer is required to notify the FSA Cooperative Purchasing Program Coordinator within 10 business days of the decision not to retain the product line.

In the event a manufacturer reassigns the product line to an alternate dealer, the manufacturer and the vendor are required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the dealer is not already an approved FSA vendor, the dealer is required to apply to the FSA to become an approved vendor PRIOR to conducting any qualified sales. The vendor and the manufacturer are required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

#### 1.29 METHOD OF AWARD

Award of this contract will be made to a primary bidder. FSA will also identify the second lowest and best bidder per specification and zone to be utilized in the event the primary bidder is unable to fulfill their obligations.

The FSA reserves the right to make multiple awards if deemed in the best interest of the FSA.

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### 1.30 DEMONSTRATION OF COMPETENCY

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services as described in this Bid.

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA in making the award.

The FSA may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Bid may render the Bid non-responsive.

### 1.31 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the Vendor's record of performance to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the successful Bidder no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded.

The Vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy the obligations of the Contract. The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Vendor shall immediately notify the FSA and Purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

### 1.32 FINANCIAL RESPONSIBILITY

Bidder affirms by the signature on the contract signature page that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid, and has the adequate facilities and personnel to fulfill such requirements;
- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award;
- Has assessed the *financial responsibility required to serve the contract as bid*, including such details as the obligations to perform all specifications bid, zones bid, and quantities that could be ordered, as well as timing of payment from

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Purchasers, which can be 45 days from receipt of invoice; and

- Assumes full responsibility that all vehicles delivered to the Purchaser are free and clear of all outside liens, encumbrances, security interests apart from the dealer floor plan or other dealer inventory finance security interest.

#### 1.33 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship that meet or exceed federal safety standards.

Products requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

#### 1.34 NONCONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded Vendor list.
- FSA and Purchasers being advised not to do business with vendor.

#### 1.35 WAIVER OF INFORMALITIES

The FSA reserves the right to waive any informalities or irregularities in this bid solicitation.

#### 1.36 GRATUITIES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid.

#### 1.37 TIE BIDS

In case of tie bids and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder Within (A SPECIFIC ZONE)
- Bidder Within the (STATE of FLORIDA)
- Dealers track record with Purchaser Service

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- Coin Toss

### 1.38 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify Vendor's sales.

FSA and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) pertaining to this Contract, including all government sales and eligible users information whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assigns, successors, and Sub-Vendors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; memoranda; and correspondence.

Vendor shall, at all times during the term of this Contract and for a period of three (3) years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials. The Vendor shall at any time requested by FSA, whether during or after completion of this Contract, and at Vendor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by FSA. Such records shall be made available to FSA (subject to a three-day written notice) during normal business hours.

FSA, at their option, may select the Vendor's office, place of business or offsite location for the audit; or opt to have the Vendor provide financial records, together with the supporting or underlying documents and records, via e-mail or phone for audit at a time and location that is convenient for FSA.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and Sub-Vendors and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any Sub-Vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by FSA unless certain exemption criteria are met. If the audit identifies under reporting, overpricing or overcharges (of any nature) by the Vendor to FSA in excess of three percent (3%) of the total contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000.00. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Vendor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of FSA's findings to Vendor.

FSA has the right to assess penalties and fines based on audit results.

### 1.39 LIABILITY, INSURANCE, LICENSES AND PERMITS

Where bidders are required to enter or go onto FSA or Purchaser property to deliver materials or perform work or services as a result of a bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable County and Municipal code requirements.

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The bidder shall be liable for any damages or loss to the FSA or Purchaser occasioned by negligence of the bidder or any person the bidder has designated in the completion of the contract as a result of his or her bid.

#### 1.40 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Bidder Instructions. After acceptance of bid, the FSA will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Bidder Instructions.

Purchaser may request a performance bond from an Awarded Vendor. Performance Bonds are recommended with prepayment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

#### 1.41 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who is in arrears to the FSA upon any debt, taxes or contracts which are defaulted as surety or otherwise upon any obligation to the FSA.

#### 1.42 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may collectively choose to agree to increase or decrease its product base price in one or more zones to maximize awards thus denying the public a fair price.

Examples of Bid Collision:

- Cover bidding: a competitor agrees to submit a non-competitive bid that is too high to be accepted or contains terms that are unacceptable to the buyer.
- Bid suppression or withdrawal: a competitor agrees not to bid or to withdraw a bid from consideration.
- Market sharing: a competitor agrees to submit bids only in certain geographic areas or only to certain public organizations.
- Bid rotation: competitors agree to take turns at winning business while monitoring their market shares to ensure they all have a predetermined slice of the pie.
- Non-conforming bids: competitors deliberately include terms and conditions they know will not be acceptable to the FSA Cooperative Purchasing Administrator.

Bidders or Vendors who have been found to have engaged in collusion will be considered non-responsive, and will be suspended or barred from bid participation, and any contract award resulting from collusive bidding may be terminated for default.

Vendors/Dealerships and their representatives may submit multiple bids without conflict of "Collusion" if the bid submitted is not from the same manufacturer and product line. Dealerships which share the same ownership may

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submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

#### 1.43 DEFAULT

Failure or refusal of a bidder to execute a contract upon award, or withdrawal of a bid before such award is made, may result in forfeiture of that portion of any bid surety required equal to damages incurred by the FSA thereby, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the awarded Vendor's list.

#### 1.44 PROTESTS AND ARBITRATION

Options are for informational purposes only and will not serve as a basis for protest.

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA Coordinator within 3 business days after the posting of the Intent to Award and shall file a formal written protest within 10 calendar days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity and corrective action will be taken contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any person who files an action protesting a decision or intended decision pertaining to this contract shall post with the Florida Sheriffs Association at the time of filing the formal written protest or within the 10 day period allowed for filing the formal written protest, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to \$5,000.00, which bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within 72 hours of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within 10 days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to \$5,000.00. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid

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award by the Florida Sheriffs Association.

#### 1.45 NONPERFORMANCE

The Vendor shall at all times during the contract term remain responsive and responsible. In determining Vendor's responsibility as a vendor, the FSA Cooperative Purchasing Program Administrator shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed fines, suspended or terminated from the contract and future competitive bid solicitations at the discretion of the FSA Cooperative Purchasing Program Administrator.

At FSA's discretion, Vendors may be required to develop corrective action plans to address contract compliance. In situations where there is evidence that the Vendor, fleet sales manager or other representative has demonstrated egregious breaches of the contract or trust to both with the FSA and the Purchaser, the contract will automatically be terminated and the Vendor will be removed from future solicitations for a period of three (3) years and up to a permanent ban from the bid process.

Failure to abide by corrective action plans will result in the dealer and the dealer representative being terminated from the existing contract and future competitive bid solicitations at the discretion of the FSA Cooperative Purchasing Program Administrator.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or dealer installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the Purchaser, any misrepresentation of optional equipment or service as being "factory" that fails to meet the definition as described in this document, and any other practice deemed to be outside of the intent of the contract.

Any Vendor, who is presented with a valid purchase order as a result of a bid award for this contract, is required and bound by this contract to accept such purchase order and deliver the product; regardless of whether the vehicle or equipment is a base model or includes options at a higher cost. The Vendor must deliver this vehicle regardless of profit or loss based on their respective bid. Failure to deliver the vehicles or equipment will result in the ordering agency and the FSA seeking damages for the difference of cost to issue the exact same order with another Vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order.

All terms and conditions are applicable throughout the term of the contract and not any given Year, Make or Model.

#### 1.46 CANCELLATION

In the event any of the provisions of this contract are violated by the Vendor, the FSA Cooperative Purchasing Administrator shall give written notice to the Vendor stating the deficiencies and unless deficiencies are corrected within 10 business days, the contract is subject to immediate cancellation. The FSA reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving 30 days prior written notice to the other party.



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**1.47 SEVERABILITY**

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

**1.48 TERMINATION FOR DEFAULT**

If through any cause within the reasonable control of the successful bidder, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice shall be given to the successful bidder of such termination, which shall become effective upon receipt by the successful bidder of the written termination notice.

In that event, the FSA shall compensate the successful bidder in accordance with the contract for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the successful bidder shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the bidder, and the FSA may reasonably withhold payments to the successful bidder for the purposes of off set until such time as the exact amount of damages due the FSA from the successful bidder is determined.

**1.49 TERMINATION FOR CONVENIENCE OF FSA**

The FSA, for its convenience, can terminate the contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective 30 days following receipt by bidder of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balanced of the Agreement or cancellation charges.

Any payments to the Vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

**1.50 INTELLECTUAL PROPERTY**

Except for the rights expressly granted to the End User under this contract, the FSA will retain all right, title and interest in and to the licensed technology, including all worldwide technology and intellectual property and proprietary rights.

**1.51 CONTRACT ADVERTISMENT AND USE OF FSA LOGO**

Vendor must not advertise or publish information concerning this Contract before the award is announced by the FSA. Once the award is made, a Vendor may advertise the awarded Contract to both current and potential purchasers.

The official FSA Logo representing the sheriff's star and wreath may not be used without written permission. This written request must include the detail of the logo's use and examples of said usage.

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**2.0 BIDDER INSTRUCTIONS**

**2.01 FIRST YEAR BIDDER QUALIFICATIONS**

In order for bids to be considered, first year Bidders to the Florida Sheriffs Association Cooperative Purchasing Program must provide supporting material with their bid submission to demonstrate that they are qualified to satisfactorily perform as an awarded vendor.

Supporting material shall be provided on a thumb drive and shall include:

- a. All information necessary to certify that the bidder maintains a permanent place of business;
- b. A statement from the manufacturer that the bidder is an authorized distributor for the proposed manufacturer;
- c. Information that the Bidder has not had just or proper claims pending against them or their company;
- d. A listing of contracts for similar services that have been provided to public or private sector clients within the last three (3) years;
- e. Shall furnish the names, addresses, and telephone numbers of 5 government agencies for which the Bidder is currently providing or has provided similar services; and
- f. A Request for Consideration letter on company letterhead, which shall be dated prior to the bid submission date, which should include:
  1. The length of time the company has been in business;
  2. The Dun and Bradstreet and/or Experian Business number;
  3. If the company currently sells on a state or federal contract, if so identify which contract;
  4. How many years of experience in government sales the company has;
  5. Whether the company can accommodate fleets sales.,
  6. Proof of a business line of credit from the guarantor used to support government fleet operations;
  7. Additional information about the product line; and
  8. Whether the company has ever been disqualified from any contract, if so identify which contract.

**2.02 LICENSING/FACILITIES**

Bidders are required to possess a Florida Motor Vehicle Dealers License in order to bid, and all bidders must maintain a repair/warranty facility within the State of Florida to provide sales and service for the vehicles and equipment bid.

FSA Cooperative Purchasing Program Administrator reserves the right to periodically request additional or updated information from a dealer regarding the repair/warranty facility during the solicitation and the term of the contract, if awarded. The FSA Cooperative Purchasing Program Administrator may also exercise discretion in examining such facility as deemed necessary.

**2.03 INSURANCE AND INDEMNIFICATION**

Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Florida Sheriffs Association and participating agencies.

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Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies in any legal action without bidder's prior written consent, which shall not be unreasonably withheld.

The Vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project.

The Vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Vendor is acting as an independent contractor.

The Vendor at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the requirements of this section.

The Vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work.

No change or cancellation in insurance shall be made without 30 days written notice to the FSA Cooperative Purchasing Program Administrator.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+: VI or better per Best's Key Rating Guide, latest edition.

Original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein shall be filed with and approved by the FSA Cooperative Purchasing Program Administrator prior to execution of a contract with the Florida Sheriffs Association.

The certificate must state Bid Number and Title. Upon expiration of the required insurance, the Vendor must submit updated certificates of insurance for as long a period as any work is still in progress.

It is understood and agreed that all policies of insurance provided by the Vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the FSA Cooperative Purchasing Program Administrator.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000 for each occurrence and for all damages to the property of others in and up to the amount of \$1,000,000 for each occurrence per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of

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any and all acts of omission or commission of any by the Vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify his insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Vendor will secure and maintain policies of third party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the Vendor and all third party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Vendor and all third party suppliers of their liabilities and obligations under any Section or Provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third party suppliers and of persons employed by them as he is for acts and omissions of persons directly employed by him.

Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to provide acceptable evidence of current insurance within seven days of receipt of written notice at any time during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof. If bidder does not meet the insurance requirements of the specifications; alternate insurance coverage, satisfactory to the FSA Cooperative Purchasing Program Administrator, may be considered.

It is understood and agreed that the inclusion of more than one insured under these policies shall not restrict the coverage provided by these policies for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insured's hereunder shall be considered members of the public; but the provisions of this Cross Liability clause shall apply only with respect to liability arising out of the ownership, maintenance, use, occupancy or repair of such portions of the premises insured hereunder as are not reserved for the exclusive use of occupancy of the insured against whom claim is made or suit is filed.

## 2.04 SPECIFICATIONS

All units covered by this Contract and the detailed specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with ALL standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid document. Bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

All bidders will be required to bid on the models listed in each designated specification.

All bidders will be required to provide any information requested on the price sheets, such as manufacturer and model number of various components, or may have their bid rejected.

All equipment, options, and features provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

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**2.05 FIXED PRICES**

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder on the Bid Forms shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension.

**2.06 SEALED BIDS**

One original binder, with one copy binder, and a copy on a labeled thumb drive of the Sealed Bid as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified herein.

A sealed bid is a completed bid that is submitted in a sealed and unopened container clearly marked with the Bid Title and Number. Bids should be sent to the attention of FSA Cooperative Purchasing Program Coordinator, Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee FL 32308. Faxed or e-mailed bids will not be accepted.

**2.07 NO BID**

If not submitting a bid, respond by returning the enclosed "NO BID" form and explain the reason.

**2.08 SPECIFICATION EXCEPTIONS, OMISSION AND ERRORS**

Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the FSA

Cooperative Purchasing Program Administrator of any defects in the specifications or required submittal documents. All notifications of defect must be in writing and timely submitted.

Bidders are required to indicate in their bid submissions those options which "require" additional equipment or model upgrades to obtain the original option. Bidder must also identify those options that are available as a part of a package or group. The factory codes listed in the "Prices" section of the contract specifications must be used.

Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with the contract specifications.

Exceptions to the specifications at the time of the bid shall reference the section and with a written explanation for the request for exception. **Any exceptions to the General Conditions or Bidder Instructions shall be cause for the bid to be considered nonresponsive.**

**2.09 MISTAKES**

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

**2.10 SAMPLES**

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after bid

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opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Florida Sheriffs Association, Attention: Cooperative Bid Coordinator, 2617 Mahan Drive, Tallahassee FL 32308.

## 2.11 EQUIVALENTS

The term "Approved Equivalent" is used to allow a bidder to bid components or equipment that are equal to the components or equipment described in the detailed specifications. The FSA Cooperative Purchasing Program Administrator shall have the sole authority to determine approved equivalents or qualified product specifications.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and established manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

If bidder offers a make or model of equipment or supplies other than those specified in the following, it must be so indicated in the bid submittal.

Bidder shall indicate the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID**. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer. **NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

The bid or individual specification will be considered nonresponsive if the submission lacks written indication of the intent to quote an alternate brand or model.

Dealers offering alternate makes and manufacturers of vehicles or equipment not specifically identified in the bid cannot utilize or publish the offering as an "OPTION" within the bid specification and detail. Offerings of this nature will cause the bid to be rejected.

## 2.12 MANDATORY PRE-BID MEETING

ALL prospective bidders are required to attend the **mandatory** Pre-Bid Meeting. At this time prospective bidders will have the opportunity to offer input and recommendations regarding the content of the bid specification and to meet with committee members to answer any questions relative to this invitation to bid. At this meeting the bid specifications will be discussed and it is the final opportunity for prospective bidders to make any last request for modifications or corrections, or address other concerns relating to the bid or the process.

All addendums to the contract initiated by the FSA will be posted on the Florida Sheriffs Association Cooperative Purchasing Program website at <http://www.flsheriffs.org>. Prospective bidders should check the website periodically for any addendums to the solicitation documents.

FSA reserves the right to grant exceptions if the bidder has met all requirements and agrees to sign a memo of understanding (MOU) and agree to meet all the terms and conditions without exception and further waive their right to protest the bid process in its entirety or any portion thereof.

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## 2.13 PRICES QUOTED

Deduct trade discounts and quote firm net prices. Provide both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications.

*Vendors are to include a three quarters of one percent (.0075) administrative fee to their base bid prices at the time of bid submission. This fee should also be included in all additional equipment items (add options) and should not be indicated as a separate line item on any purchase order.*

In case of discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices must be Free On Board (FOB) destination, unless otherwise stated in the Bidder Instructions. The Vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

Awards made will be in accordance with these terms and conditions. Each specification must be bid separately. If two items are linked together, the compound item can be removed from the bid.

## 2.14 OPTION PRICING

FSA Cooperative Purchasing Program Administrator has the discretion to disqualify Bidders if the pricing is excessive.

The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory add options included in the bid submission and in resulting customer orders, if awarded.

Agencies are encouraged to negotiate option pricing with Vendors. Discounts can be provided beyond published list price of add options. The additional discounts for each add option shall be decided by the Vendor.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e. model or engine upgrade), bidder must calculate the option price as the difference between dealer cost on the representative base vehicle and total MSRP of the requested option modifying the vehicle.

When add options listed are included in the base vehicle, bidder must submit options as "Included" or "STD" for standard. Bidder must use proper factory codes for all factory add options. Options available through the factory MUST be bid and supplied to Purchaser as "factory" options, unless requested otherwise in writing by the Purchaser.

Options are intended to add or delete equipment and/or features from the base vehicle specification, and to provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and as such, should not be made available for purchase separate from the base vehicle. Bidders shall NOT use add or delete options to create a piece of equipment that is entirely different than the base unit called for in the specification, or any other options, scheduled or non-scheduled, that do not meet the intention of options as stated above.

Bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option.

The use of options to facilitate the sale of an alternate Manufacturer's product which is outside the scope of the written base specification will be construed as noncompliant and the bid will be rejected in whole or part by the FSA Cooperative Purchasing Program Administrator.

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*Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in the bid solicitation. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.*

Factory package options are allowable under this contract. Factory package options must be included in the add options within the bid document and detailed specifically as to what components the package includes.

Dealer package options are not allowed under this contract.

Prices for options submitted by the bidder for Emergency Vehicle Lighting shall include all applicable state and federal fees and charges, not including installation. Motorcycle pricing will include installation. No additional charges or fees are admissible.

## 2.15 SUBMITTAL OF BID

Bidders must submit their bid electronically on VeBA, which is located at <http://veba.flsheriffs.org>. In addition to the submission of specifications through the VeBA website, bidders who intend to bid on emergency vehicles are also required to submit their lightbar package pricing through a separate document housed on the VEBA website. Any bidder who offers emergency lighting and equipment to be installed on any vehicle or equipment, must provide evidence of EVT certification for installation. This includes any third party suppliers and is applicable to red, blue or any color combination of lighting.

A user name and password will be issued to qualified bidders. Prospective bidders are encouraged to download and review the instructions located on the home page of VeBA. Instructions for entering and submitting bid specifications, as well as lightbar package pricing, are included in this document. Questions regarding the use of VeBA should be addressed to [support@liquifusion.com](mailto:support@liquifusion.com).

Prices are to be rounded to the nearest whole dollar (i.e. \$10, not \$10.05). Bids not submitted within VeBA will be rejected.

Each bidder is responsible for ensuring that their bid is submitted before the deadline outlined in the Bid Calendar. Late bids will not be considered and the system will not accept bids after the VeBA closing date and time specified in the Bid Calendar.

In addition to submitting the bid via the VEBA system, one original and one exact copy of the bid package in separate 3-ring view binders must be delivered to FSA. Each original and copy of the bid package must include dividers for each item. Report folders will not be accepted. Mail packages to the attention of:

FSA Cooperative Purchasing Coordinator  
Florida Sheriffs Association  
2617 Mahan Drive  
Tallahassee, Florida 32308

The bid package must be received at the Florida Sheriffs Association per the date and time specified in the Bid Calendar. Failure to meet all submission requirements by the dates indicated in the Bid Calendar will result in rejection of the bid.

The electronic cover sheet, found on VeBA, must be filled out and placed in the front cover of the view binder. The sheet must be completed with bidder name, contact person, telephone number and mobile phone number. The bidder shall



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check the appropriate box indicating whether the submittal is an Original or Copy.

The Contract Signature page, Manufacturer's Certification, Insurance Checklist and Drug-Free Workplace Form shall be placed as the first tab item in the bid package. Each specification shall be separated by tabs indicating the specification number for each item being bid. Certifications should be listed in a separate tab. Manufacturer's print-outs can also be inserted in a single tab.

Separate bid packages must be submitted for each individual dealership for which a bid was submitted through VEBA. The bid package must include:

- Bidder must complete the Contract Signature page in its entirety, and must indicate by signature on the form that bidder has read and understands the provisions contained in the Contract Terms and Conditions.
  - All required documents must show the company name and be manually signed in ink by a dealer principal and an employee who has the authority for bid submission if such employee is not a dealer principal. Unsigned bids will be rejected. Rubber stamps, facsimile signatures, etc. will not be accepted.
- Manufacturer's Certification Form. Bidder shall include a form for each manufacturer for which a bid is placed.
- Insurance Check List, located on VeBA Welcome Page
- Drug-Free Workplace Form (E), located on VeBA Welcome Page
- A printed copy of the submitted bid
- Manufacturer's print-out for each vehicle bid submitted. For example, Ford – Dora, or General Motors - GM Autobook, or approved equivalent. The Manufacturer's print-out shall indicate an order code for the Manufacturer's base model, all standard equipment, and any optional components required to provide the base vehicle as outlined in the bid solicitation. Vendor installed aftermarket components are required to meet the base vehicle specification and must be identified in writing on the printout.
  - For specifications or units that do not produce a manufacturer's print-out, bid package must include manufacturer's documentation that includes standard equipment and such other information that provides verification that such item meets the base specification.
- Pricing Sheet for Emergency Vehicle Lighting and Emergency Light and Siren Certifications, if applicable

By virtue of the bid submission, Bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the Bidder to comply with these requirements may result in a fine of up to \$1,000 per vehicle, probation, suspension, termination or a combination thereof from current and future bids at the FSA Cooperative Purchasing Program Administrator's discretion.

## 2.16 EXECUTION OF BID

Bid must contain a manual signature of an authorized representative in the space provided on the Contract Signature page. Failure to properly sign bid shall invalidate the submission, and the bid shall NOT be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The original contract conditions

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and specifications CANNOT be changed or altered in any way. Clarification of bid submitted shall be in letter form, signed by bidders and attached to the bid.

#### 2.17 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the bid due date and time. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the Contract award.

#### 2.18 LATE BIDS

Any bid or bids received after time and date specified in the Bid Calendar will be returned to the bidder unopened. The responsibility for submitting a bid before the stated time and date is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by mail, courier service, including U.S. Mail or any other occurrence. Any reference to time will be based on Eastern Standard Time.

#### 2.19 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar.

#### 2.20 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, your bid must conform in all material respects to the requirements stated in the Contract.

#### 2.21 BID TABULATIONS

The Bid Tabulation report will be posted to the Cooperative Purchasing Program website after the electronic bid process closes as indicated in the Bid Calendar. <https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/dealers-only>

If there is a delay in posting the bid tabulation results, the FSA Cooperative Purchasing Program Coordinator will post a notice of the delay and a revised date for posting of results.

#### 2.22 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers.

The FSA may also reject any bids not submitted in the manner specified in this document.

#### 2.23 CONE OF SILENCE

This invitation to bid is subject to the Cone of Silence as indicated in the Bid Calendar. During this period all communications regarding this solicitation between FSA and Bidder will cease, except for questions regarding problems

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incurred in the use of the FSA Cooperative Purchasing Program website. Bidders are encouraged to read the instructions and view the tutorial video regarding operation of VeBA. FSA is not responsible for Bidder's improper use of the website. Exceptions will be granted to this section should any website malfunctions occur.

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**3.0 CONTRACT CONDITIONS**

### 3.01 GENERAL REQUIREMENTS FOR ALL VEHICLES AND EQUIPMENT

Once the bid has been awarded, the terms and conditions of this document become the Contract between the FSA and the awarded Vendor.

The requirements specified herein apply to ALL vehicles or equipment purchased under the terms and conditions of this contract. In the event there is a conflict between the requirements of the Contract Conditions and those of the detailed specifications, the detailed specifications shall apply over and above the vehicle standard equipment.

### 3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that he/she is duly authorized to do so and binds the respective party to the Contract.

### 3.03 VENDOR CONTACT INFORMATION

The Vendor will maintain current contact information with FSA at all times.

If a change occurs during at any given period of the contract, the vendor must submit the Vendor Change Document to the FSA. The Vendor Change Document must be completed, signed by an authorized representative and submitted via e-mail to [CPP@flsheriffs.org](mailto:CPP@flsheriffs.org).

A sample Vendor Change Document can be found in Addendum A and online at:

<https://www.flsheriffs.org/uploads/FSA%20Bid%20Award%20Vendor%20Info%20Change%20Document%20Rev%205-16A%281%29.pdf>.

### 3.04 BID EVALUATION CRITERIA

Bids will be evaluated to determine if eligibility and contract requirements are met. Responses that do not meet all requirements of this invitation to bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

Bidders whose Responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a Contract may be rejected as non-responsible. In determining a responsible Bidder, the evaluation criteria will include:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts

In addition to first year bidders, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process if FSA determines this information is necessary to award the bid.

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FSA reserves the right to determine which Responses meet the requirements, specifications, terms and conditions of the solicitation, and which Bidders are responsive and responsible.

#### 3.05 BASIS FOR AWARD

The FSA Cooperative Purchasing Program Administrator shall make awards to the lowest Bidder by specification, by manufacturer and by zone to Bidders deemed to be responsive and responsible. Awards may also be made to the second lowest Bidder by specification, by manufacturer and by zone, if applicable and determined to be in the best interest of the FSA Cooperative Purchasing Program Administrator and the Purchaser.

The add options in the bid shall be for informational purposes only and will not serve as a basis for bid protest. However, the FSA Cooperative Purchasing Program Administrator has the discretion to consider option pricing in making the award if it is its best interest or the interest of the Purchaser.

The FSA Cooperative Purchasing Program Administrator reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the Purchaser's best interest.

#### 3.06 BID WITHDRAWAL

Bidder warrants by virtue of bidding the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening unless otherwise stated.

If a bidder believes that the bidder must withdraw the bid, the bidder must contact the FSA Cooperative Purchasing Program Administrator immediately. Bid withdrawals are handled on a case by case basis, and can result in a limitation of participation in future bids.

#### 3.07 ZONE BIDDING

Bidders are allowed to bid in one or more geographic zones. The zone map is Addendum B. A Space is provided for the bidder to indicate zone bidding. Absence of any indication of a particular zone will mean that bids for each specification will be considered in all zones.

#### 3.08 OPTION TO RENEW WITH PRICE ADJUSTMENT

The contract may be extended for an additional two (2) years, on a year to year basis, if mutually agreed by upon both parties. Prior to completion of each exercised contract term, the FSA may consider an adjustment to price due to increases or decreases on the Consumer Price Index; but in no event will the prices be increased or decreased by a percentage greater than the percentage change reflected in the Nationally published Consumer Price Index-Goods and Services, computed 60 days prior to the anniversary date of the contract.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of the extension option period, the vendor's request or adjustment should be submitted sixty (60) days prior to expiration of the then current contract term.

The vendor adjustment request must clearly substantiate the requested increase. If no adjustment request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

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The FSA reserves the right to accept the renewal adjustment or to allow the contract to terminate and re-advertise for bids, whichever is in the best interest of the FSA.

### 3.09 ADDITIONS AND DELETIONS

The FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating Purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product or commodity within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Few or no sales
- Product recalls and other safety issues
- Dealer/Manufacturer performance
- Lack of relevance of products/commodities

### 3.10 EQUITABLE ADJUSTMENT

The FSA Cooperative Purchasing Program Administrator may make an equitable adjustment to the contract terms or pricing at its discretion.

### 3.11 DISCOUNTS

Discounts must be a whole, positive percentage with no decimal place (e.g. 10%). Discount ranges are not permissible. Discounts shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any vehicle, equipment and factory add options.

The dealer has the authority to offer additional discounts based on quantity, as well as additional manufacturer/dealer discounts.

### 3.12 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this bid shall be the most current model offered, i.e. the most current production model at the time of this bid.

### 3.13 PRODUCTION CUTOFF

Vendor shall notify the FSA Cooperative Purchasing Program Administrator in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer.

Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer.

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If a purchase order has been timely received by the Vendor or the manufacturer, and the manufacturer fails to produce or deliver the production year vehicle, the Vendor must provide the next year's equivalent model at current contract prices.

Purchase Orders issued and received after the cutoff date will be subject to availability. In this case, the Vendor and manufacturer may, at their discretion, choose to provide next year's model at current year's prices until the end of the contract term.

#### 3.14 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

#### 3.15 SUBSTITUTIONS

The FSA or Purchasers will NOT accept substitute shipments of any kind. Vendors are expected to furnish the brand quoted in their bid once awarded. Any substitute shipments will be returned at the Vendor's expense.

#### 3.16 POLICE RATED VEHICLES/MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These vehicles were historically referred to as "Pursuit Rated".

These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report click or copy the links below.

The importance with which each individual phase is weighted in these evaluations is a subjective decision which should be made by each agency based upon that agency's needs.

For the purposes of this bid specification the following recognized authorities are as follows:

STATE OF MICHIGAN Department of State Police and Department of Technology, Management and Budget  
Police Vehicle Evaluation Program

[http://www.michigan.gov/documents/msp/2017\\_MY\\_Police\\_Vehicle\\_Evaluation\\_Test\\_Book-Final\\_544109\\_7.pdf](http://www.michigan.gov/documents/msp/2017_MY_Police_Vehicle_Evaluation_Test_Book-Final_544109_7.pdf)

LASD LAW ENFORCEMENT VEHICLE TEST AND EVALUATION PROGRAM

Vehicles: [http://www.la-sheriff.org/s2/static\\_content/srvc/documents/2017\\_Vehicle\\_Test\\_Booklet.pdf](http://www.la-sheriff.org/s2/static_content/srvc/documents/2017_Vehicle_Test_Booklet.pdf)

Motorcycles: [http://www.la-sheriff.org/s2/static\\_content/srvc/documents/2017\\_Motorcycle\\_Test\\_Booklet.pdf](http://www.la-sheriff.org/s2/static_content/srvc/documents/2017_Motorcycle_Test_Booklet.pdf)

#### 3.17 SPECIAL SERVICE VEHICLES:

Vehicles in this category in some cases have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These vehicles are often referred to as "Special Service Vehicle" (SSV) and often used in public safety applications and other areas of government. Please refer to manufactures published information for detailed information regarding these vehicles.

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### 3.18 EMERGENCY LIGHT AND SIREN CERTIFICATION STANDARDS

Emergency Light/Siren vendors are required to submit their Society of Automotive Engineers (SAE) Certifications prior to bid submission for each contract. Under Florida Statute 316.003(1), an emergency vehicle is any vehicle driven by fire, ambulance, or police. The statute extends to both privately and publicly owned vehicles. SAE Certifications are to include Class 1, Class 2 and Class 3 to be eligible for participation in the FSA Contract. Price submission received without these certifications will not be considered for inclusion.

### 3.19 CAB AND CHASSIS PURCHASES

Cab and Chassis can be purchased from the dealer without any required additional fitting by the dealer. However, the dealer is not required to register/title the incomplete vehicle if an incomplete chassis is sold, unless the upfitting is completed by the dealer or the dealer's licensed and certified upfitter.

However, the dealer is required to register/title the vehicle if an complete chassis is sold; only if the upfitting is completed by a company other than dealer or the dealer's licensed and certified upfitter, is the dealer not required to tag and title the vehicle.

If an agency chooses to upfit the chassis utilizing a third party supplier and the work is outside of the scope of the purchase order issued to the dealer by the agency, then the third party supplier must perform all the state mandates and issue the appropriate registration/title to the agency upon completion of the work.

FSA highly recommends that all upfitting of cab and chassis be performed by vendors who are licensed/certified to perform such work to avoid unnecessary exposure to future liability.

The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

### 3.20 FACTORY INSTALLED

All options specified as factory installed are to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no dealer installed equipment will be accepted as factory installed. Vendors found supplying aftermarket or dealer installed equipment where factory installed are specified may be required to retrieve all delivered vehicles and reorder new vehicles meeting the specifications.

All factory ordered options are to be original equipment manufacturer (OEM) and factory installed unless otherwise noted by the Vendor and acknowledged in writing by the Purchaser. Verbal agreements will not be recognized.

Aftermarket parts, modifications, and factory produced parts and components ordered and installed by a Vendor that do not meet the requirements of factory installed components, will be rejected for noncompliance with the requirements of the specification.

In the event that a component that does not meet the specifications is found installed on a vehicle before or after the vehicle has been accepted by the Purchaser, the Vendor shall be required to replace the vehicle with a vehicle that meets the required specifications, including factory installed components. In the alternative, the Purchaser shall decide whether they will accept dealer installed components.



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### 3.21 VENDOR INSTALLED

All vendor-installed accessories shall be installed according to the manufacturer's specifications. Examples include roll bar, trailer hitch, etc.

All such accessories must be manufactured by an established manufacturer of the product provided. *Vendor is required to disclose Make and Model of product being offered* and the location, design, and model must be approved by the Purchaser prior to installation. *Dealer must also disclose the warranty of any item that is less than or exceeds factory vehicle factory warranty coverage.*

An awarded Vendor that employs a third party supplier or subcontracts technicians to install emergency equipment on vehicles purchased on this contract is required to utilize technicians that are certified in Law Enforcement Vehicle Installation through EVT Certification Commission, Inc. or an approved equivalent.

The Florida Sheriffs Association Cooperative Purchasing Program Administrator may at any time during the contract period request proof of the required certification.

Any awarded Vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract ten (10) days after a written notice of violation is provided.

### 3.22 NON-SCHEDULED OPTIONS

FSA attempts to include scheduled, factory and aftermarket options in the bid document. If an agency requests a non-scheduled option that is not included in the bid document, the Vendor may provide this non-scheduled option. The Purchaser has the opportunity to request the Vendor's discount pricing for any non-scheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

Non-scheduled options should be listed as a separate line item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

### 3.23 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

### 3.24 DELIVERY TIME

Vendors shall specify the estimated delivery time in calendar days for each item. The Purchaser should consult the Vendor regarding vehicle production schedules. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

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### 3.25 ORDER

The Vendor shall submit a copy of the purchase order to the FSA Cooperative Purchasing Program Coordinator within 14 days of receipt from the Purchaser.

1. Purchasers shall issue a purchase order to the Vendor, which shall include the contract number, specification number, Purchaser's federal identification number, name of point of contact and agency, phone number and email address. Required delivery or due dates should be discussed with the dealer at the time of the quote. It is important to note that Vendors do not have ANY control over production delays in schedules from the manufacturer.

While it is recommended that an agency purchase from the "zone" which is closest to their location, it is not mandatory to do so. If the Purchaser determines that a Vendor in another zone can better serve the Purchaser's needs, the Purchaser may buy from a Vendor in another zone. Vehicles purchased from vendors awarded in the Police, Administrative, Utility Vehicles, Trucks & Vans contract, outside an awarded zone may, upon mutual agreement between the Vendor and the Purchaser, charge an Out-of-Zone fee.

2. The Purchaser is required to forward an executed copy of the purchase order to the Florida Sheriffs Association, Cooperative Purchasing Program Coordinator at the same time the purchase order is sent to the Vendor. Emails or hard copies are acceptable. Emails can be sent to [Reports@flsheriffs.org](mailto:Reports@flsheriffs.org).
3. If a Vendor receives a purchase order for a specification for which they were not awarded, the Vendor must notify the Purchaser and return the purchase order to the Purchaser within three (3) business days.
4. All vehicles ordered prior to manufacturer's close of production and in accordance with the contract shall be supplied in the manufacturer's next model run of that class vehicle even if it requires supplying a later model at the original bid prices.
5. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications of the Contract and the purchase order.
6. It is the Vendor's responsibility to ensure that the vehicle ordered by the Purchaser is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The Vendor's acceptance of a Purchaser's order will indicate that the Vendor agrees to deliver a vehicle that will be fully compatible with all of its options.
7. Any changes that are required to bring a vehicle into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.
8. A Confirmation of Order form shall be completed by the Vendor and returned to the Purchaser 14 calendar days from receipt of purchase order without notification by the Purchaser. The Confirmation of Order form is included in Addendum C.

Any additional information needed to complete this form should be obtained from the Purchaser. The form may be modified to accommodate each Purchaser as necessary.

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### 3.26 VEHICLE DELIVERY

At a minimum, pre-delivery service shall include the following:

- Standard Dealer and Manufacturer protocol for new vehicle delivery;
- Cleaning of vehicle, if necessary, and removal of all unnecessary tags, stickers, or papers. DO NOT remove window price sticker or supplied line sheet;
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Owner's manual and warranty manual to accompany each vehicle; and
- MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the Purchaser. Vehicles that are missing this form, or have forms that have been altered will not be accepted.

The successful bidder shall be responsible for delivering vehicles that are properly serviced, clean and in first class operating condition.

Vendor shall complete delivery of the vehicle to the Purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. Vehicles originating as an incomplete vehicle would be exempt.

Receipt of a vehicle by the Vendor is defined as acceptance of the vehicle from a common carrier at the Vendor's place of business or any third party's place of business.

Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. Incomplete vehicles would be exempt. The Purchaser has the option to reject a vehicle with more than 350 odometer miles, or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the Purchaser. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery.

All warranties shall begin at the time of delivery to the Purchaser. The Purchaser's warranty should not be active for incomplete vehicles or vehicles delivered to an upfitter before final delivery.

Vendor shall notify the Purchaser no less than twenty four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. Transport deliveries must be unloaded and inspected by Purchaser. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

All vehicles must contain no less than 1/4 tank of fuel as indicated by the fuel gauge at the time of delivery. For vehicles and equipment that have more than thirty five (35) gallons of capacity, a minimum of ten (10) gallons of fuel must be provided.

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#### 3.27 INSPECTION AND ACCEPTANCE

It is the responsibility of the Purchaser to inspect a vehicle for any damages.

Each Purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the Purchaser may have up to three (3) days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the Purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the Purchaser's responsibility to thoroughly inspect each vehicle prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle meets or exceeds the requirements of the technical bid specifications and the submitted purchase order. Purchasers should inspect the vehicle for physical damage.

Delivery of a vehicle to a Purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle meets contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

1. Copy of Customer's Purchase Order
2. Copy of the applicable Vehicle Specification
3. Copy of Manufacturer's Invoice or Window Sticker. Prices may be deleted from the manufacturer's invoice.
4. Copy of Pre-Delivery Service Report
5. Warranty Certification
6. Owner's manual
7. If the Vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration*) which requires a signature of authorized representative.

Deliveries that do not include the above forms and publications will be considered incomplete and can be refused.

#### 3.28 VEHICLE TAGS AND TITLE

Costs of tag and title shall not exceed the statutory rates. FSA Administrative Fee does not apply to tag and title work.

Title items shall be the responsibility of the Vendor.

Reasonable administrative costs for obtaining temporary tags, tag transfers, and new tags are permitted and can be negotiated between the Purchaser and the Vendor. All additional costs associated with obtaining, filing and shipping of

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tags shall be disclosed clearly in the comments section below the applicable option. Administrative costs can include convenience fees, cost reimbursements for filing, obtaining or delivery of tags, or any costs over the original purchase price.

### 3.29 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and Purchaser placing orders using this contract. Vendors must invoice each Purchaser independently.

A Purchaser has three (3) working days to inspect and accept the vehicles or equipment. The Vendor shall be paid upon submission of invoices to the Purchaser after satisfactory delivery and acceptance of the vehicles and/or equipment.

The Local Government Prompt Payment Act will apply to ensure timely payment of Vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.80 of Florida Statutes.

### 3.30 WARRANTY REPAIRS AND SERVICE

All warranties shall begin at time of delivery and final acceptance by the Purchaser. Failure by any manufacturer's authorized representative to render proper warranty service or adjustments, including providing a copy of the warranty work order to the Purchaser, may subject the Vendor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the FSA Cooperative Purchasing Program Administrator.

### 3.31 INADEQUATE SERVICE

When vehicles and equipment require service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized dealer or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a Purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory and the vehicle or equipment is redelivered.

The provisions of the delivery section shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the Vendor until the vehicles or equipment are satisfactory and accepted by the Purchaser.

### 3.32 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS

#### Purchase Orders

The Vendor must submit copies of purchase orders upon receipt to the FSA. Purchase orders are considered late if not submitted fifteen (15) days after the date of the purchase order.

Vendors should scan a complete copy of the purchase order and attach it as a .pdf. Place the document title in the subject line of the e-mail and send purchase order copies to [coop@flsheriffs.org](mailto:coop@flsheriffs.org).

The files should be named using the following examples:

Examples:

*County = Florida County, County of PO 12345*

*ABC County BCC PO 12345.pdf*

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*City* = Florida City, City of PO 12345  
*Sheriff* = Sheriff Office of PO 12345  
*Education* = Institution Name PO12345

*ABC City PO 12345.pdf*  
*ABC Sheriff PO 12345.pdf*  
*ABC County College PO 12345.pdf*

#### Quarterly Reports

Quarterly reports are the contractual responsibility of each awarded Vendor. Quarterly Reports which do not adhere to the required format or are not complete of all purchase orders will be returned to the reporting Vendor for correction of deficiencies.

All quarterly reports are to be sent to [coop@flsheriffs.org](mailto:coop@flsheriffs.org).

Quarterly Reports must be complete with the name of the dealer and the date. For example, "Spomot Motors, October 30, 2017" would be in the document header. Do not indicate the quarter on the top of the report. Purchase orders are not necessary for the quarterly report. An example of a Quarterly Report is in Addendum D.

Quarterly Reports are due no later than the 15<sup>th</sup> day of the month following the end of the quarter.

Quarterly reports should follow this schedule:

Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

If a Vendor has no sales within a quarter, the vendor is required to submit a quarterly report and must indicate "NO SALES THIS QUARTER" on the report.

### 3.33 ADMINISTRATIVE FEE

The Florida Sheriffs Association charges three quarters of one percent (.0075) to procure, process and administer the Contract.

After receipt of payment from contract purchases, the Vendor shall remit all administrative fees to the FSA no later than 15 days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a Quarterly Report.

Dealers are to include three quarters of one percent (.0075) to the base bid prices. The fee should be incorporated into the price at the time of bid submission. This fee should also be included on all add options.

It should never be listed as a separate line item on any purchase order.

The administrative fee is based on the total purchase order amount of new vehicles or equipment. This fee excludes any value given to Purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The administrative fees is the contractual responsibility of each awarded Vendor.

By submission of the Quarterly Reports and administrative fee, the Vendor is certifying the accuracy of the reports and deposits. All reports and fee submissions shall be subject to audit by the FSA or their designee.

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All participating Vendors will be responsible for making sure that the FSA Cooperative Purchasing Program Administrator has the contact e-mail address for the person responsible for all Quarterly Reports. There will be no reminders for the Quarterly Reports or the administrative fee.

Checks for the administrative fee can be sent to:

Florida Sheriffs Association  
Cooperative Purchasing Program  
2617 Mahan Drive  
Tallahassee, FL 32308

### 3.34 FINES

Failure to submit the administrative fee with accompanying quarterly reports within 15 calendar days following the end of each quarter will result in late fines. Vendors failing to submit administrative fees and Quarterly Reports will incur a \$25 late fee for every day that fees and reports are past due, beginning on the 16<sup>th</sup> day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or fines as set forth in this section and Section 3.33, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. Venue shall lie in the appropriate court in and for Leon County, Florida.

When quarterly reports are late, fines are to be included in Vendor's Quarterly Report and administrative fee submission. Late fines that are beyond 45 days can result in disqualification for future solicitations.

#### **Schedule of Fines**

Failure to submit quarterly report on time	\$25.00 per day
Failure to report a Purchase Order to FSA within the 30 calendar days of the purchase order date	\$100.00 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

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 Addendum A

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**Cooperative Purchasing Program**  
**Vendor Change Document**

*Please complete this form to validate a requested change to Company Addresses, Contacts or Contact Information below. Include all sections where information has changed, old and new.*

**FSA Contract Number(s) affected by change:** \_\_\_\_\_  
 \_\_\_\_\_

**Company Information Changes:**

<i>Old Information</i>	<i>New Information</i>
Old Company Name:	New Company Name:
Old Company Address:	New Company Address:
Old Company City:	New Company City:
Old Company State:	New Company State:
Old Company Zip:	New Company Zip:

**Company Contact Changes:**

<i>Old Contact Information</i>	<i>New Contact Information</i>
Old Contact Name (First, Last):	New Contact Name (First, Last):
Old Contact E-Mail:	New Contact E-Mail:
Old Contact Office Phone:	New Contact Office Phone:
Old Contact Mobile Phone:	New Contact Mobile Phone:
Old Contact Fax Phone:	New Contact Fax Phone:

This information is requested by an authorized representative of \_\_\_\_\_.  
 This request will take effect as soon as it is received by FSA by e-mailing to [coop@flsheriffs.org](mailto:coop@flsheriffs.org).

Name of Authorized Company Representative \_\_\_\_\_

Job Title \_\_\_\_\_ Date of Request \_\_\_\_\_

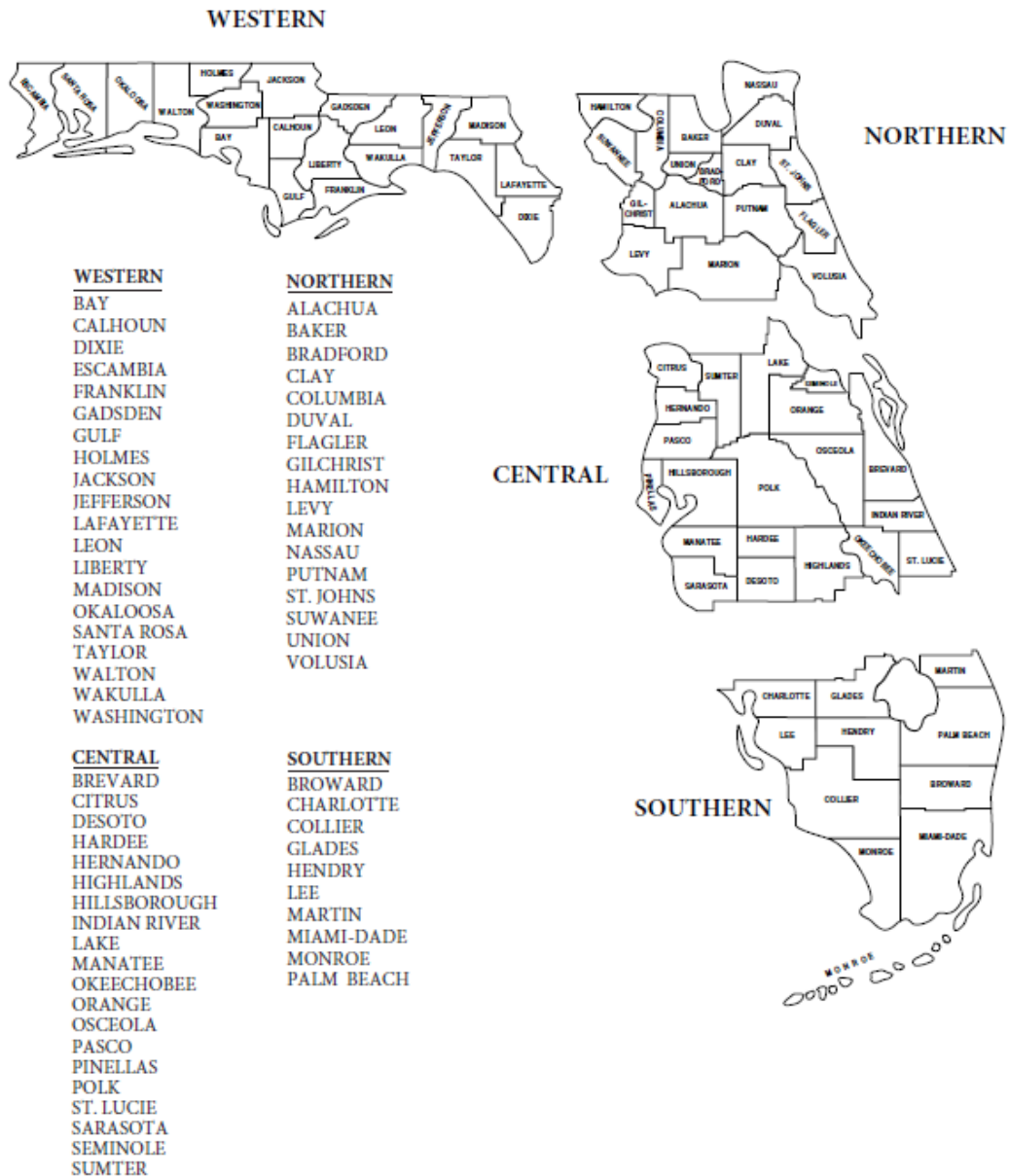
Authorized Company Representative Signature: \_\_\_\_\_

FSA Office Use:		
Date Received:	Change Effective:	FSA Agent:



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**FSA CONTRACT ZONE MAP**



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**FLORIDA SHERIFFS ASSOCIATION**  
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Addendum C

**CONFIRMATION OF ORDER**

**Florida Sheriffs Association  
& Florida Association of Counties  
CAB & CHASSIS TRUCKS & OTHER FLEET EQUIPMENT  
BID NO. XXXXXXXXXX**

A Confirmation of Order form shall be completed by the Vendor and returned to the Purchaser  
14 calendar days from receipt of purchase order without notification by the Purchaser.

**TO BE COMPLETED BY DEALERSHIP:**

**Dealership:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Specification No.** \_\_\_\_\_ **Type Vehicle:** \_\_\_\_\_

**Purchase Order Number:** \_\_\_\_\_ **Purchase Order Received:** \_\_\_\_\_

**Order Was Placed With the Manufacturer on:** \_\_\_\_\_

**Under Production Number:** \_\_\_\_\_

**Delivery should occur within** \_\_\_\_\_ **calendar days after receipt of Purchase Order.**  
A Copy of the Required Production Sheet(s) are Attached for Your Files.

**Comments:** \_\_\_\_\_  
\_\_\_\_\_

**Agency:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

*A copy of this form should be attached and submitted with the Purchase Order as the last page.*

