

**PIGGYBACK AGREEMENT**  
**PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

**Piggyback Contract Information**

Contract Name/Description: Ambulances & other Equipment  
Lead Contracting Agency: Florida Sheriff Association Cooperative Purchasing Program  
Contract No.: FSA20-VEF14.01  
Vendor/Awardee: Ten-8 Fire and Safety, LLC  
Original Award/Contract Date: Awarded: 05/01/2020 ; Date of Contract: 05/01/2020  
Original Term: **Start:** 05/01/2020 ; **End:** 03/31/2023  
Modification No. \_\_\_\_\_ : **Start:** \_\_\_\_\_ ; **End:** \_\_\_\_\_  
Modification No. \_\_\_\_\_ : **Start:** \_\_\_\_\_ ; **End:** \_\_\_\_\_  
Modification No. \_\_\_\_\_ : **Start:** \_\_\_\_\_ ; **End:** \_\_\_\_\_

**THIS AGREEMENT**, made and entered into by and between **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter called “County” and **TEN-8 FIRE AND SAFETY, LLC**, hereinafter called “Vendor”.

**WHEREAS**, upon completion of a formal competitive solicitation and selection process, Florida Sheriff Association Cooperative Purchasing Program entered into an agreement, hereinafter referred to as “Piggyback Agreement”, with Vendor to provide goods and services; and

**WHEREAS**, Section 1-141(d)(3) of the Nassau County Code of Ordinances, Purchasing Policy, allows piggybacking for the same commodity or service; and

**WHEREAS**, County desires to contract with Vendor under the terms of the Piggyback Agreement;

**NOW, THEREFORE**, the parties agree as follows:

1. Vendor shall honor for County the same prices under the same terms and conditions as indicated in the Piggyback Agreement, attached hereto as Attachment “A” incorporated by reference as if fully set forth herein. Additional terms or conditions whether submitted purposely or inadvertently, shall have no force or effect.
  
2. Notwithstanding any other provision of the Piggyback Agreement to the contrary:
  - i. The term of this agreement shall begin upon the date fully executed and end 03/31/2023 .

RD

3. Public Records: County is a public agency subject to Chapter 119, Florida Statutes. **IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6100, [RECORDS@NASSAUCOUNTYFL.COM](mailto:RECORDS@NASSAUCOUNTYFL.COM), 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Agreement, to the extent that Vendor is providing services to County, and pursuant to section 119.0701, Florida Statutes, Vendor shall:
- a. Keep and maintain public records required by the public agency to perform the service.
  - b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Agreement if Vendor does not transfer the records to the public agency.
  - d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon

completion of the Agreement. Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- e. A request to inspect or copy public records relating to a Nassau County contract for services must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to Vendor maintaining the public records, then Nassau County shall immediately notify Vendor of the request for records. Vendor must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If Vendor does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the contract provisions herein for failure to comply with the terms of the Agreement. Any Vendor which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

- 4. Notices: All notices to County under this Agreement shall be deemed served if sent in a manner requiring signed receipt of delivery, such as Federal Express, or if mailed, Registered or Certified Mail, return receipt requested as follows:

Point of Contact: \_Brady Rigdon

Address: \_96160 Nassau Place

\_Yulee, FL 32097

Telephone Number: \_(904) 530-6600

E-mail Address: \_brigdon@nassaucountyfl.com

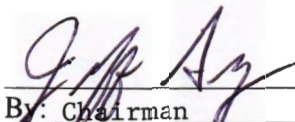
- 5. All references to the Lead Contracting Agency shall for the purposes of this Agreement be replaced with the words of "Nassau County."

Contract Tracking No. CM 3253

- 6. This Agreement is subject to the availability of County funding for each item and obligation and may be terminated without liability, penalty or further obligation other than payment of fees then due and owing.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

TEN-8 FIRE & SAFETY, LLC

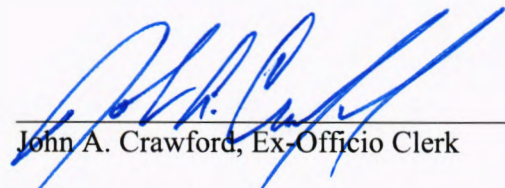
  
 By: Chairman  
 Its: Chair (or designee)

11-14-22  
Date

Richard Downer 10/13/2022  
 By: Richard Downer Date  
 Its: Manager  
 Address: 2904 59<sup>th</sup> Ave. Dr. E.  
Bradenton, Florida 34203

ATTEST TO CHAIR'S SIGNATURE

Approved as to form by County Attorney

  
 John A. Crawford, Ex-Officio Clerk  
 Date: 11-14-22

Denise C. May  
 Denise C. May, County Attorney  
 Date: 10/13/2022

FY23-24

**BOCC CONTRACT APPROVAL FORM**  
(Request for Contract Preparation)

CONTRACT TRACKING NO.  
CM 3253

**GENERAL INFORMATION**

Requesting Department: Fire Rescue

Contact Person: Carolyn Kittle

Telephone: 904-530-6600 Fax: ( ) Email: \_\_\_\_\_

**CONTRACTOR INFORMATION**

Name: Ten-8 Fire & Safety, LLC.

Address: 2904 59th Avenue Drive E. Bradenton FL 34203  
City State Zip

Contractor's Administrator Name: Eric Wilcox Title: Sales Representative

Telephone: (419) 615-8839 Fax: ( ) Email: ewilcox@ten8fire.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Richard Downer

Authorized Signatory Email: debouwe.r@ten8fire.com

**CONTRACT INFORMATION**

Contract Name: PIGGYBACK AGREEMENT

Description: Piggyback Agreement for Ambulances & Other Equipment  
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC

Total Amount of Contract: \$ 648,530.00 FY23-24  
APPROXIMATE IF NECESSARY

Source of Funds:  County  State  Federal  Other \_\_\_\_\_ Account: 01261526-564002FRP

Authorized Signatory: Jeff Gray, Chair

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From execution to: 3/31/2023 Termination/Cancellation: \_\_\_\_\_

Status:  New  Renew  Amend#  WA/Task Order  Supplemental Agreement

How Procured:  Exemption  Sole Source  Single Source  ITB  RFP  RFQ  Coop  
 Piggyback  Quotes  Other \_\_\_\_\_

**If Processing an Amendment:**

Contract #: \_\_\_\_\_ Increased Amount to Existing Contract: \_\_\_\_\_

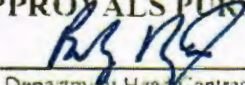
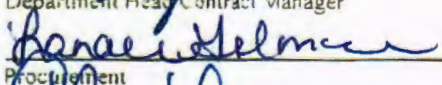
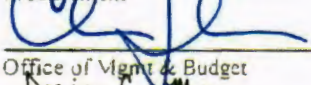
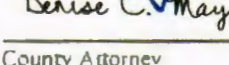
New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ Total or Amended Amount: \_\_\_\_\_

*Continued on next page*



<b>CHECKLIST</b>		
<i>Review. Complete before sending contract for final signature</i>		
<b>Requirement</b>	<b>Description</b>	<b>Complete By</b>
Contract Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept LG
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept LG
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept LG
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept LG Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference	Cnty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept LG
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures	Router

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

- BR 1.  9.21.22  
Department Head/Contract Manager Date
- MS 2.  9/21/22  
Procurement Date
- U 3.  9.22.22 JP 9/22/22  
Office of Mgmt & Budget Date
- MS 4.  10/13/2022  
County Attorney Date

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

- 5. Taco E. Popey AICP 10/13/2022  
County Manager Date



**NASSAU COUNTY**  
BOARD OF COUNTY COMMISSIONERS  
96135 Nassau Place, Suite 1  
Yulee, Florida 32097

John F. Martin      Dist. No. 1 Fernandina Beach  
Aaron C. Bell      Dist. No. 2 Amelia Island/Fernandina Beach  
Jeff Gray            Dist. No. 3 Yulee  
Thomas R. Ford     Dist. No. 4 Bryceville/Hilliard  
Klynt A. Farmer    Dist. No. 5 Callahan/West Yulee

TACO E. POPE, AICP  
County Manager

JOHN A. CRAWFORD  
Ex-Officio Clerk

DENISE C. MAY  
County Attorney

July 25, 2022

Mr. Eric Wilcox  
Ten-8 Fire Equipment, Inc.  
2904 59th Ave Drive E.  
Bradenton, FL 34203

Dear Mr. Wilcox,

Please accept this letter as our intent to move forward with the purchase of three (3) Braun Chief XL Rescues on Ford F550 4x2 gas chassis under the Florida Sheriff's Association contract and your proposal #5772-2. Terms will be payment upon delivery to our location. It is our understanding that this letter is necessary to lock in pricing prior to a rate increase and reserve our spot for manufacturing.

Nothing in this letter is to be construed as legally binding or a commitment of funds at this time. Rather, this letter is to just confirm our intent to purchase the apparatus from Ten-8 Fire Equipment, Inc.

Sincerely,

  
Jeff Gray  
Chairman, Board of County Commissioners

**BOARD OF COMMISSIONERS**



**NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS**

ACCOUNTS FOR:		2021	2022	2022	2022	2022	2022	2022	PERCENT
GENERAL FUND		ACTUAL	ORIG. BUD.	REVISED BUD.	ACTUAL	PROJECTION	DIFF.	TOTAL	CHANGE
01999599	599090 EMRGD RES-EME/DI	.00	9,554,230.00	9,555,590.00	.00	9,554,230.00	9,555,590.00		.0%
GRAND TOTAL		.00	9,554,230.00	9,555,590.00	.00	9,554,230.00	9,555,590.00		.0%

\*\* END OF REPORT - Generated by Cindy C Wood \*\*

Funding account will be 01261526-564002 FRP in FY23-24.

Budget is established & active for a single year; therefore, no budget is reflected in account 01261526-564002 FRP for outlying FY23-24. Emergency reserves are available to cover costs should it become necessary prior to budget being established in FY23-24.



**Requisition Form**  
**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**

96135 Nassau Place Suite 1  
 Yulee, FL 32097

**ES 001 FY 23-24**

VENDOR NAME/ADDRESS
Ten-8 Fire & Safety, LLC. 2950 59th Avenue Drive E. Bradenton, FL 34203

DEPARTMENT
Fire Rescue

REQUESTED BY

VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE	AMOUNT AVAILABLE		STANDARD PO OR ENCUMBER ONLY	CONTRACT NO
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	Standard PO	
	Braun Chief XL/Ford F550 4x2	2.00	\$ 316,487.00	\$ 632,974.00	01261526	
	Gasoline Rescue Unit					
	Custom built in accordance with the attached specifications (Incl. gas credit)	2.00	\$ 34,118.00	\$ 68,236.00		
	Model Year Discount	2.00	-\$ 26,340.00	-\$ 52,680.00		
	Pricing under FL Sheriff's Association Contract FSA20-VEF14.01 (May1, 2020 - March 31, 2023)					
	Ambulances & Other Equipment FSA Spec Group 1: Ambulance Type 1 4x2 Regular Cab Diesel Engine					

ORIGINAL - FINANCE Shipping Total \$ 0.00  
 COPY - DEPARTMENT Total \$ 648,530.00

**Department Head**

*I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.*

*[Signature]* 10/6/2022

**Office of Management and Budget**

*I attest that, to the best of my knowledge, funds are available for payment.*

*Chris Lacambra* 10/7/2022

**Procurement Director**

*I attest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy.*

*[Signature]* 10/7/2022

**County Manager**

*I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.*

*Caro E. Pope, R.I.C.P.* 10/13/2022

*CF*  
 Clerk: 10/21/2022  
 Date: \_\_\_\_\_

# SUPPORTING DOCUMENTS





IN SERVICE TO SERVE YOU

**Equipment Proposal**

Proposal # 5772-2

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: **July 5, 2022** ("Proposal Date")

Customer: **Nassau County Fire Rescue** ("Customer")

Customer Address: **96160 Nassau PL Yulee, FL 32097**

Qty	Product Description & Options	Price
1	Braun Chief XL on Ford F550 4x2 gas FSA20-VEF14.01  ** Chassis price at time of quote \$50,539.00	\$324,265
**Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer.		<b>Total: \$324,265</b>

**Delivery Timing:** The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **24** (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

**Other: Contingent upon receipt of chassis**

Unless accepted within **7-28-22** days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

**INTENDING TO CREATE A BINDING AGREEMENT**, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: **Nassau County Fire Rescue**

Ten-8 Fire & Safety, LLC

By: \_\_\_\_\_

By:

Title: \_\_\_\_\_

Title: **Authorized Sales Representative**

Print: \_\_\_\_\_

Print: **Eric Wilcox**

Date: \_\_\_\_\_

Date: **6-7-22**

## **PURCHASING TERMS AND CONDITIONS**

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. **Definitions.**

- a. "Acceptance" has the same meaning set forth in Company's Equipment Proposal.
- b. "Company's Equipment Proposal" means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. "Cooperative Purchasing Contract" means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. "Delivery" means when Company delivers physical possession of the Product to Customer.
- e. "Manufacturer" means the Manufacturer of any Product.
- f. "Prepayment Discount" means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. "Product" means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. "Purchase Price" means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer.
- i. "Purchasing Terms and Conditions" means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. "Specifications" means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. **Purpose.** This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.
3. **Term of Agreement.** This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.
4. **Purchase and Payment.** Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.
5. **Representations and Warranties.** Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

- a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.
- b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.



11. **Customer's Obligations.** Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. **Default.** The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. **Manufacturer's Statement of Origin.** Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. **Miscellaneous.** The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

**Nassau County Fire Rescue Braun Chief XL F550 4x2 gas**

<b>Option</b>	<b>Description</b>	<b>Ext Price</b>
SR00000001	Change to F550 gas 4x2 chassis	\$ (12,000.00)
SR00116854	2nd compressor Install second engine driven compressor. To be c	\$2,753.00
SR00116856	Pass thru window Install a lockable closeable door in cab over the	\$604.00
SR00116887	Shoreline indicators Install indicator lights above each shoreline a	\$371.00
SR00116878	Cab dome lights Install two (2) tecniq LED red / white lights in the	\$164.00
SR00116882	Air horns Install Buell air horns under the front bumper. Air horns	\$3,372.00
SR00116883	Flashlights Install two (2) Vulcan Stream lights 180, 44315. One (1	\$949.00
SR00116885	125/ 12V DANHARD 50-3000 SYSTEM Install 125 /12V heat /ac Di	\$7,067.00
SR00116863	INVERTER, VANNER - 1100 WATT, LIFESINE LSC 12-1100-DC CHAR	\$1,973.00
SR00116849	PROAIR CONDENSOR, 206 ProAir 206 condensor on module front	\$3,341.00
SR00116852	Cameras Unit to have standard back up camera, patient camera a	\$2,232.00
30-10-0418	LIGHTS, OSS COMPARTMENTS - RIDGEBACK LED STRIP LIGHTING	\$972.00
SR00116865	Spotlight Install Rigid 20" spot / flood light on the front of the con	\$1,451.00
SR00116843	LIGHT, WHELEN 900 SERIES LED RED IN KICKPLATE Install (2) 900	\$961.00
SR00116847	OSS#4 OSS#4 to have retention bar for backboards in upper porti	\$117.00
SR00116864	OSS#1 OSS#1 to house oxygen. Compartment to have divider for	\$974.00
SR00116866	OSS #3 - (1) ADJ. SHELF WITH OUTSIDE ACCESS Outside storage ca	\$2,461.00
SR00116881	OSS#2 Install fixed angled SCBA bracket in rear corner of compart	\$255.00
SR00116837	Streetside #3 To be inside access only with two (2) adjustable shi	\$496.00
SR00116848	O2 brackets Supply and install two (2) Zico O2 brackets for D bott	\$878.00
SR00116874	Stepwell cabinet Install flip down door in mid step of stepwell. To	\$735.00
SR00116876	Streetsdie #1 cabinet To be raised up due to the deletion of the a	\$822.00
SR00116886	Streetsdie #2 Cabinet to be raised up due to the deletion of the a	\$822.00
50-60-0001	AIR PURIFICATION SYSTEM, ULTRAVIOLET	\$498.00
50-60-0781	HOLDER / SWIVEL BASE FOR LIFE-PAK 12 AND 15 (NCE H7000)	\$974.00
SR00116839	Graphics Graphics to match attached layout	\$5,706.00
60-09-0101	PAINT MOD ALL ONE SOLID COLOR, PLUS CLEAR COAT	\$1,260.00
60-09-0003	PAINT CAB ALL ONE SOLID COLOR, PLUS CLEAR COAT	\$3,910.00

Options total \$ 34,118.00

FSA Braun F550 Chief XL diesel, item # 97 \$ 316,487.00

Model year discount \$ (26,340.00)

Total \$324,265.00

# ATTACHMENT "A"

## PURCHASING PROGRAM

[Back to Main Purchasing Page](#)

### FSA20-VEF 14.01: AMBULANCES & OTHER EQUIPMENT

**Contract: FSA20-VEF14.01 | Effective May 1, 2020 – March 31, 2023**

The Florida Sheriffs Association (FSA) is pleased to announce the launch of our new Contract for Ambulances and Other Equipment. This contract is designed to provide a streamlined purchasing process for our members and their agencies. It is available for review on the contract page located in the menu.

For details on the products and services available, use the links located below that match the item you are seeking to purchase. The bid links will take you to pages that are solely dedicated to the bid award for items and includes the supporting bid documents you may need. Follow the purchasing instructions, and remember to send a copy of your purchase order to the FSA Cooperative Purchasing Program at [COOP@FSheriffs.org](mailto:COOP@FSheriffs.org).

There are requirements for manufacturers, vendors, and purchasers within the terms and conditions (contract) that should be reviewed prior to and after the initial acquisition. These terms and conditions are written based on best practices to simplify the process for the purchaser and the vendor. There are numerous options and opportunities to upgrade, downgrade, and customize your vehicle purchases. For questions, concerns, or for guidance on how to optimize the contract email [COOP@FSheriffs.org](mailto:COOP@FSheriffs.org).



[ORDERING INSTRUCTIONS](#)

[VENDOR DIRECTORY](#)

[JOIN MAP](#)

**Need Assistance?**

Email us at [coop@fssheriffs.org](mailto:coop@fssheriffs.org) or call 800-877-2175

FSA20-14.01 AMBULANCES & OTHER EQUIPMENT

FSA SPECIFICATION GROUP 1: Ambulance Type 1 - 4x2 Regular Cab Diesel Engine

FSA AWARDED VENDOR: TEN 8 FIRE EQUIPMENT INC. (EFFECTIVE 1/4/2021, COMPANY NAME CHANGED TO TEN-8 FIRE & SAFETY

FSA BID ITEM #	MANUFACTURER	CHASSIS MAKE / MODEL	MODULAR BOX	FSA CONTRACT AWARD PRICE (EFFECTIVE 5/1/2022)*	% DISCOUNT OFF MSRP	BUILD SHEETS
93	Braun	Ford F-350 Express Plus	150``x95``x72`` HR	\$ 255,709	10%	<a href="#">Build Sheet</a>
94	Braun	Ford F-450 Express Plus	150``x95``x72`` HR	\$ 275,146	10%	<a href="#">Build Sheet</a>
95	Braun	Ford F-450 Liberty	156``x95``x72`` HR	\$ 288,554	10%	<a href="#">Build Sheet</a>
96	Braun	Ford F-450 Chief XL	169``x95``x72`` HR	\$ 314,848	10%	<a href="#">Build Sheet</a>
97	Braun	Ford F-550 Chief XL	169``x95``x72`` HR	\$ 316,487	10%	<a href="#">Build Sheet</a>
98	Braun	Dodge Ram 4500 Express Plus	150``x95``x72`` HR	\$ 254,826	10%	<a href="#">Build Sheet</a>
99	Braun	Dodge Ram 4500 Liberty	156``x95``x72`` HR	\$ 282,904	10%	<a href="#">Build Sheet</a>
100	Braun	Dodge Ram 4500 Chief XL	169``x95``x72`` HR	\$ 307,799	10%	<a href="#">Build Sheet</a>
101	Braun	Dodge Ram 5500 Chief XL	169``x95``x72`` HR	\$ 309,424	10%	<a href="#">Build Sheet</a>
102	Demers	Ford F-350 MXP150	150``x95``x72`` HR	\$ 244,491	10%	<a href="#">Build Sheet</a>
103	Demers	Ford F-450 MXP150	150``x95``x72`` HR	\$ 264,845	10%	<a href="#">Build Sheet</a>
104	Demers	Ford F-450 MXP170	170``x95``x72`` HR	\$ 286,061	10%	<a href="#">Build Sheet</a>
105	Demers	Ford F-550 MXP170	170``x95``x72`` HR	\$ 288,696	10%	<a href="#">Build Sheet</a>
106	Demers	Dodge Ram 4500 MXP150	150``x95``x72`` HR	\$ 259,894	10%	<a href="#">Build Sheet</a>
107	Demers	Dodge Ram 4500 MXP170	170``x 95``x72`` HR	\$ 280,768	10%	<a href="#">Build Sheet</a>
108	Demers	Dodge Ram 5500 MXP170	170``x 95``x72`` HR	\$ 284,117	10%	<a href="#">Build Sheet</a>
110	Osage	Ford F-450 Warrior	148``x 96``x 68`` HR	\$ 220,905	10%	<a href="#">Build Sheet</a>
111	Osage	Ford F-450 Super Warrior	168``x 96``x 72`` HR	\$ 183,652	10%	<a href="#">Build Sheet</a>
112	Osage	Ford F-550 Super Warrior	168``x 96``x 72`` HR	\$ 233,771	10%	<a href="#">Build Sheet</a>
113	Osage	Dodge Ram 4500 Warrior	148``x 96``x 68`` HR	\$ 223,244	10%	<a href="#">Build Sheet</a>
114	Osage	Dodge Ram 4500 Super Warrior	168``x 96``x 72`` HR	\$ 197,514	10%	<a href="#">Build Sheet</a>
115	Osage	Dodge Ram 5500 Super Warrior	168``x 96``x 72`` HR	\$ 234,720	10%	<a href="#">Build Sheet</a>

\* Price Adjustments Authorized Pursuant To FSA Contract Terms & Conditions, Sections 3.04 & 3.06.

FLORIDA SHERIFFS ASSOCIATION, FLORIDA FIRE CHIEFS' ASSOCIATION,  
& FLORIDA ASSOCIATION OF COUNTIES  
FSA 20-VEF14.01 AMBULANCES & OTHER EQUIPMENT

SPECIFICATION #01 – TYPE I AMBULANCE

4x2 WHEEL DRIVE (4x4 WHEEL DRIVE OPTIONAL)  
REGULAR CAB (DIESEL ENGINE, DUAL REAR WHEEL, CAB & CHASSIS)

**ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED**

**INSTRUCTIONS:** All bids shall meet the manufacturer's base vehicle standard equipment and the minimum specifications of the base vehicle bid.

**Scope & General Requirements:** This specification describes an ambulance configuration as defined in the **FEDERAL SPECIFICATION FOR AMBULANCES, KKK-A**. Unless otherwise specified, described vehicle shall comply with KKK-A-1822F and the current **National Truck Equipment Association/Ambulance Manufacturers Division Standards, as well as the Chassis Manufacturers Incomplete Vehicle Manual, Body Builders Layout Book, and Ford Motor Company Qualified Vehicle Modifiers (QVM) Program Truck Guidelines** (if applicable).

The purchaser will contract directly and individually with the vendor of their choice for any and all vehicles offered on this contract and any options required to meet their individual needs. Purchasers shall choose from options furnished to them by the vendor in accordance with the FSA Contract Terms and Conditions.

Vehicle delivery shall be accomplished by manufacturer or vendor delivery to a purchaser's designated location as specified in the FSA Contract Terms and Conditions. Purchasers may reserve the right to pick up vehicles from the manufacturer or the vendor.

Bidders are advised that the Bid Bond and Performance Bond documentation required under FSA Contract Terms and Conditions is required with the bid submission. A letter from a bonding company licensed to do business in Florida must be submitted with the bid stating that the manufacturer will provide a 100% Performance Bond between the bidder and the purchaser upon award of this bid and at the request of a purchaser.

Vendors must provide warranty information to purchasers that meet the terms and conditions of the contract and any additional warranties provided in this specification bid document.

The manufacturer or vendor for vehicles under this specification group:

- a. Shall be a current member in good standing of the Ford Motor Company Qualified Vehicle Modifier Program (if applicable) and shall submit a copy of the membership certificate as part of the bid proposal.
- b. Shall be a Participating Member of the National Truck Equipment Association's Ambulance Manufacturers Division and submit a copy of his membership certificate as part of the bid proposal.
- c. Must be in compliance with Fed. Spec. KKK-A-1822F, or most current revision, for the type vehicle described herein, as prepared by an independent third party testing laboratory, and must have "Star of Life" certification affixed to ambulance upon delivery. (In-house certification will not be acceptable.)
- d. Shall carry not less than ten million dollars (\$10,000,000.00) in product liability insurance, listing the Florida Sheriffs Association as additional insured, and shall submit a copy of this insurance with the bid proposal.



- e. Shall employ full-time parts personnel with toll-free access number.
- f. Shall employ a full-time electrical troubleshooter with toll-free access number.
- g. Shall employ a full-time warranty representative with toll-free access number.

1. ENGINE

- a. Turbo diesel engine, minimum 5.9L displacement.
- b. Must include the chassis manufacturer's "AMBULANCE PREP PACKAGE" which is intended to be an ambulance or components where available.
- c. Heavy-duty alternator, minimum 200 amp.
- d. Maintenance free heavy-duty batteries, 750 CCA minimum, 2 battery minimum.
- e. Manufacturer's heavy-duty engine cooling.

2. TRANSMISSION

- a. Automatic transmission, 4 speed minimum with overdrive.
- b. Manufacturer's heavy-duty cooling.

3. AXLES

- a. Manufacturer's standard drive axle ratio for ambulance prep.

4. PERFORMANCE ITEMS

- a. Power steering
- b. Anti-lock brakes
- c. Power brakes, disc type front, disc or drum rear.
- d. Fuel capacity, 250 miles minimum without refueling
- e. Heavy-duty front and rear shocks.
- f. Front stabilizer bar.
- g. Rear stabilizer bar (if available).

5. COMFORT ITEMS

- a. Factory installed air conditioning
- b. Tinted glass (factory tint)
- c. Minimum seating for two
- d. Rubber floor mat instead of carpeting
- e. AM/FM radio
- f. Power door locks
- g. Power windows
- h. Speed control and tilt wheel.

6. SAFETY ITEMS

- a. Driver and passenger lap and shoulder belt with retractor.
- b. Driver and passenger air bags
- c. Dual electric horns
- d. Outside mirrors to provide vision for vehicles 96" wide.
- e. Two speed wipers with intermittent.
- f. Interior dome lights wired to right and left doors.
- g. Driver/ passenger side air bag (if available)

7. TIRES AND WHEELS

- a. BSW, all season tread radial 17-inch tires, minimum.
- b. Conventional spare tire and wheel
- c. Jack and wheel wrench

8. CHASSIS, FRAME, CAB

- a. Minimum GVWR 13,200 lbs.
- b. Cab and chassis only
- c. Cab to center of axle 84 inches, minimum

9. MODULAR BODY CONSTRUCTION

- a. The ambulance body and patient compartment shall be sufficient in size and meet requirements of this specification and those of paragraph 3.10.1 and the cot fastener system to meet or exceed requirements of paragraph 3.11.6 of the current KKK-A-1822F,

10. PAIN FINISH/REFLECTIVE STRIPING

- a. Cab OEM finish and body to be painted matching color
- b. Single tone cab paint finish
- c. Wheels painted to match the cab and body
- d. KKK required reflective striping

11. WARRANTY TO BE PROVIDED BY VENDOR TO PURCHASER



- a. One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- b. OEM Chassis and other manufacturer's standard warranties
- c. Cab & Chassis standard manufacturer paint warranty
- d. Body 10-year paint warranty- Pro rated
- e. 5-year corrosion perforation on body
- f. 10 year minimum body structural warranty



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# FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308  
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165  
f: (850) 878-8665  
[www.flsheriffs.org](http://www.flsheriffs.org)  

**Date:** May 1, 2020

**To:** All Perspective Participants

**From:** Craig Chown, Manager, FSA Cooperative Purchasing Program

**Re:** Contract Number FSA20-VEF14.01 Ambulances & Other Equipment

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 14th nationwide cooperative bid for ambulances and other equipment. This contract is in effect beginning May 1, 2020 through March 31, 2023. This year's contract award includes 6 specification group categories and a total of 228 makes and models. It offers a variety of Type 1, Type 2, and Type 3 ambulances. The competitive process for this award began in November 2019, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of commodities. On August 12, 2019, a direct notification was sent to prospective bidders to register for qualification to participate in the bid process. An advertisement of the Invitation to Bid was placed within the Florida Administrative Weekly and on the FSA website on October 15, 2019. From this ITB, 10 bidders responded to the pre-bid meeting registration. Of these respondents, 10 submitted bids and 7 qualified, responsive bidders were awarded after a review by FSA and the FSA Fleet Advisory Committee. The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract. Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and entities approved by the manufacturer to participate in this contract. Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations. All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions. List of awarded vendors for FSA20-VEF14.01 Ambulances & Other Equipment:

1. ETR, LLC
2. Excellence
3. FR Conversions
4. Quality Emergency Vehicles
5. REV RTC
6. South Florida Emergency Vehicles
7. Ten-8 Fire Equipment, Inc.

# FSA Cooperative Purchasing Program



Contract #ESA20-VCE14.0  
 Fire Rescue Vehicles and  
 Other Equipment  
 Ambulance 14.01  
 Fire Rescue 14.02

## Contract Terms and Conditions

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FLORIDA SHERIFFS ASSOCIATION  
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FLORIDA SHERIFFS ASSOCIATION  
Cooperative Purchasing Program  
Contract Terms and Conditions

1.0 General Conditions

1.01 BID CORRESPONDENCE

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

The contacts for this bid are:

Lisa Gregor, FSA Cooperative Purchasing Program Coordinator  
E-Mail: Lisa.Gregor@fshsa.org  
Phone: 850-877-7165 ext 5831  
Fax: 850-878-5115

Craig Chown, FSA Cooperative Purchasing Program Manager  
E-Mail: Craig.Chown@fshsa.org  
Phone: 850-877-7165 ext 5833  
Fax: 850-878-5115

Communication for this Invitation to Bid should be identified by contract number and title and directed to:

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

FLORIDA SHERIFFS ASSOCIATION  
Cooperative Purchasing Program  
Contract Terms and Conditions

1.02 PURPOSE

The purpose of this bid is to establish a thirty-six (36) month contract with manufacturers and 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) three year from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04.

The term of contract begins May 1, 2020 and ends March 31, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchaser to do so.

1.04 QUANTITIES

FSA does not guarantee quantities future contract sales. Vendors are expected to engage in business marketing and sales best practices to participate in the contract.

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 sheriff's offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

It is the FSA's 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. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriff's offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performance and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

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

FLORIDA SHERIFFS ASSOCIATION  
Cooperative Purchasing Program  
Contract Terms and Conditions

1.08 GENERAL DEFINITIONS

- a) 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.
- b) Bid System: The online forum used for the submission of electronic bids and review of bid results for the specifications to this Invitation to Bid. Vendorlink is the software used for this bid.
- c) Dealer: A manufacturer's certified representative, authorized by the manufacturer to market, sell, or provide the vehicles or equipment for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- d) End User: The person or entity who ultimately uses or is intended to use a product or for whom a product is designed for use.
- e) Factory: Refers to the manufacturer produced products.
- f) Florida Sheriffs Association Cooperative Purchasing Program (FSA): The entity that administers the invitation to bid and contract administration functions for this contract.
- g) Fleet Advisory Committee: An employee of a sheriff's office or local government, or any other person who FSA identifies as subject matter expert, who assists with the development of bid specifications and the evaluation of bid responses. The Fleet Advisory Committee makes recommendations to the FSA and is not responsible for final awards.
- h) Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the bid specifications available to bidders on the bid system and references to solicitation documents. The term shall not include request for proposals, request for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.
- i) Manufacturer: The original producer or provider of vehicles or equipment offered on this contract.
- j) 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 Annual U.S. Price Book
  - 2. Manufacturer's official website
- k) Non-Scheduled Options: Any optional new or unused component, feature or configuration that is not included or listed in the base vehicle specifications or options.
- l) 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.
- m) Published List Price: A standard quantity of a product, currently available to government and institutional purchasers, excluding cooperatively volume discounts or other discounts.
- n) Purchase Order: A request for order from a purchaser to an awarded vendor for an item that has been awarded on this Contract. Purchaser orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes vehicles or equipment to a purchaser.



FLORIDA SHERIFFS ASSOCIATION  
Cooperative Purchasing Program  
Contract Terms and Conditions

- a) **Purchaser:** A purchaser is an entity that seeks to obtain vehicles off this contract by meeting the eligible user criteria or with vendor approval.
- p) **Remount:** To remove the ambulance box from an existing vehicle and mount it to a new vehicle cab and chassis.
- q) **Specification Bid Document:** The specification bid document contains the minimum base requirements and bond requirements for each specification within the competitive bid. This document also contains submittal of bid pricing and discount, and must be included as part of the Submittal of Bid.
- r) **Third Party Supplier:** Businesses external to a bidder or vendor that provide products or services which contribute to the overall finished vehicle. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor. Third party suppliers may also be referred to as upfitters or remount service providers within this document.
- s) **Vendor:** The bidder that has been awarded and agrees to provide products, vehicles, or equipment, which meet the requirements and base specifications to eligible purchasers. The vendor must agree to the contract terms and conditions before being awarded the contract.
- t) **Vendor Installed:** A product or service provided by the vendor or other third party, not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bids, or contract prices, will be awarded and guaranteed to any unit of local government or political subdivision of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, police and fire departments, emergency response units, state universities and colleges, special districts, or other state, local or regional government entities within the State of Florida.

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract to include out of state sales. Vendors are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract.

1.10 LEGAL REQUIREMENTS

Federal, state and local laws, ordinances, rules and regulations that affect the terms covered herein apply. Lack of knowledge by the bidder or vendor will not be cause for relief from responsibility.

1.11 PATENTS & ROYALTIES

The bidder, without exception shall indemnify and hold 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, notwith standing its use by the FSA or 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 throughout the work.

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1.12 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. This includes, but is not limited to, Federal Motor Vehicle Safety Standards (FMVSS), Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA) Standards, Society of Automotive Engineers (SAE), Fire Apparatus Vehicle Standards, and Federal Ambulance Standards (16 CFR 18227), which includes all subsequent change notices. All fire apparatus manufacturers must meet the National Fire Protection Association (NFPA) 1301 and 1306 standards.

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

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract.

1.13 UNDERWRITERS' LABORATORIES

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

1.14 AMERICANS 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 to participate in any FSA proceeding, please contact FSA Human Resources at (850)777-2165 five days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 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)777-2165.

1.16 MINORITY BUSINESS ENTERPRISE (MBE)

The policy of the Florida Sheriffs Association 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.

1.17 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 12246, as amended by Executive Order 12375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

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1.18 BEST COMMERCIAL PRACTICES

The apparent silence of a specification and 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 the specifications shall be upon the basis of this statement.

1.19 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, 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.

1.20 TAX EXEMPTION

All State and Federal tax exemptions applicable to the units of local government of the State of Florida will apply, as appropriate certifications are 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 Sales Taxes. State Sales Tax and Use Certificate Number is 85-9012646919C 3.

1.21 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.

1.22 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. Contract Conditions
3. Addenda to Specification or Bid Document, if issued
4. Specification Bid Document
5. Bidder Instructions
6. General Conditions

1.23 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the contact persons identified in Section 1.01 of this procurement.

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Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.24 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the invitation to Bid shall be submitted by e-mail to [procurement@flsheriffs.org](mailto:procurement@flsheriffs.org). The bid title and number should be referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar.

Interpretation of specifications or solicitation documents will not be made verbally. If any verbal clarifications are provided, they are without legal effect.

Questions received after the close of bidding date listed on the bid calendar will not be addressed. The FSA reserves the right address technical questions.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda 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 Formal Addendum shall deem the bid non-responsive. Provided, however, that pursuant to section 2.26, 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 except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgement of the addenda to the specifications. Bids that fail to account for the addenda shall reflect in bids being declared nonresponsive, however, that pursuant to Section 2.26, the FSA may waive this requirement in its best interest.

After the start of the contract term, FSA will notify all awarded vendors of any addenda and will require acknowledgement of the new terms and conditions. If the awarded vendor does not agree to the new terms and conditions, the vendor's award can be removed or replaced by another vendor or qualified, responsive bidder.

1.25 SIGNED BID CONSIDERED AN OFFER

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

An electronic signature may be used and shall have the same force and effect as a written signature.

1.26 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.

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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 a vendor. A change of name agreement does not change the contractual obligations of the vendor.

1.27 TERMINATION OF PRODUCT LINE

If a vendor terminates a product line (manufacturer or brand), the vendor is required to notify the FSA 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 vendor, 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 vendor is not already an approved FSA vendor, the vendor 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.

1.28 METHOD OF AWARD

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation.

The FSA reserves the right to make multiple awards within a specification, if deemed in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA website according to the date posted in the bid calendar.

1.29 DEMONSTRATION OF COMPETENCY

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 bid submission may render the bid nonresponsive.

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.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

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1.30 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 vendor 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.

By responding to this procurement 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, restrict, 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 the purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.31 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; and
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all specifications bid and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 days from receipt of invoice.

1.32 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 current model year, 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 de-certification 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.

1.33 NONCONFORMANCE

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:

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

1.34 GRATUITIES

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

1.35 TIE BIDS

FSA has the right to award multiple bidders the primary or alternate award in the event of a tie.

In the event the FSA desires to break tie bids, and both businesses have qualifying drug free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Vendors performance record with purchasers
- Cost loss

1.36 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 and to make copies of all related records pertaining to this contract, including all government sales and eligible users' information on whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third party suppliers in whatever form they may be kept - written or electronic. Such records shall include, but not be limited to:

- Accounting records, including paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful bidders, bid receipts, etc.);
- Original estimates or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may select the vendor's place of business or off-site location for the audit. The FSA may also request the vendor provide requested records via email.

Vendor shall ensure FSA has these rights with vendor's employees, agents, assigns, successors, and third party supplier 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.

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Professional fees, personnel costs and travel costs incurred by FSA under its audit only to audit and not addressed elsewhere will be the responsibility of FSA. However, if the audit identifies under-reporting, overpricing or overcharges 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. 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 or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time. This time period shall not exceed 60 days from FSA's presentation of findings to the vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.37 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 vendor 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.

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.

1.38 BID BONDS, PERFORMANCE BONDS, AND CERTIFICATES OF INSURANCE

Bid Bonds shall be submitted with the bid in the amount of Five (5) percent of each item bid.

After acceptance of bid, the FSA will notify the successful bidder to submit the applicable certificates of insurance in the amounts specified in the Bidder Instructions, Specification Bid Document or Insurance Checklist.

A letter from a bonding company licensed to do business in Florida must be submitted with the bid stating that the manufacturer will provide a 100% Performance Bond between the bidder and the purchaser upon award of this bid and upon request of the purchaser. Purchaser may request a performance bond from a vendor. Performance Bonds are recommended with pre-payment 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.

1.39 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.40 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between bidders that attempts to circumvent the contract award process. 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 to maximize awards thus denying the public a fair price.

Examples of Bid Collusion:



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- 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 purchaser.
- Bid suspension or withdrawal: a competitor agrees not to bid or to withdraw a bid from consideration.
- Market sharing outside of a manufacturer's recognized territory: 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 market share.

Bidders or vendors who have been found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Vendors which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

1.41 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 the bid security required that is equal to damages incurred by the FSA, or where security is not required, failure to execute a contract as described above may be grounds for removing the bidder from the awarded vendor's list.

In case of default on the part of awarded bidder, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked bidder or from other sources. A defaulting bidder may be held liable for costs incurred by the FSA in procuring replacement products.

1.42 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 within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business 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 as needed 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 bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the

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product line being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA will provide the amount required within two (2) business days of the notice of protest received. This 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 three (3) business days 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 ten (10) business 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 ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. 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. By responding to this procurement the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.43 NONPERFORMANCE

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment for which it is awarded the bid to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per vehicle/equipment, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the FSA shall consider all information or evidence that 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 liquidated damages, suspended or terminated from the contract. The FSA at its sole discretion may remove a noncompliant vendor from future competitive bid solicitations, or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by specifications or zones, or other actions as determined by FSA at its sole discretion.

At FSA's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result in termination from the existing contract and future competitive bid solicitations at the discretion of the FSA.

In situations where there is evidence that the vendor has demonstrated egregious breaches of contract with the FSA or a purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of three (3) years, or up to a permanent ban from the bid process at the sole discretion of FSA.

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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 misrepresentations 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 inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order is required by this contract to accept the purchase order and deliver the product. Orders must be fulfilled if the vehicle or equipment is a base model or whether it includes options. The vendor must deliver the product if they were awarded the contract—regardless of profit or loss.

Failure to deliver the vehicle or equipment may result in the purchaser 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. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to section 3.28, and any attorneys fees incurred in the recovery of these damages.

1.44 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.

1.45 TERMINATION FOR CAUSE

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 vendor and unless the deficiencies are corrected within 10 (ten) business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

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 vendor 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 vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the vendor is determined.

1.46 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of termination for convenience which shall become effective 30 days following receipt by vendor 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 contract or cancellation charges.

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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.

1.47 CONTRACT ADVERTISEMENT AND USE OF LOGO

The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail, or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting [redacted], and should include a brief description of the how the vendor intends to use the logo.

The official FSA sheriff's star and wreath logo may not be used without prior written permission.

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2.0 BIDDER INSTRUCTIONS

2.01 FIRST YEAR BIDDER QUALIFICATIONS

In order for bids to be considered, bidders who are not currently parties to the existing contract, or who have previously had their participation limited by the FSA, must provide the following material at the time the mandatory qualifying documents are due. FSA reserves the right to accept this information up and until the final award. The purpose of requesting this information is to demonstrate that they are qualified to satisfactorily perform as an awarded vendor.

The bidder shall provide information as on the Bidder Qualifications Form:

- Bidder company name and parent company, if applicable
- Complete business address
- State of incorporation
- Length of time in business
- Names and contact information for key personnel
- Dun & Bradstreet number: By providing this number, the bidder agrees and authorizes FSA to obtain the financial information/reports from these entities
- Identify a minimum of three contracts of similar size and scope
- Identify a minimum of three references for vehicle or equipment sales to government agencies
- Any contracts the bidder has been disqualified from, terminated from or found in default on, to include the reason for disqualification, termination or default

2.02 LICENSING & FACILITIES

Bidders are required to possess a Florida Department of Highway Safety and Motor Vehicle Dealer's License in order to bid on any motor vehicle as required by Florida Statute, 320.27. Bidders that are manufacturers are required to possess a Florida Department of Highway Safety and Motor Vehicle Manufacturer's License as applicable by Florida Statute, 320.60-320.70.

Bidders must maintain a repair/warranty facility within the State of Florida to provide sales and service for the vehicles and equipment bid.

If a bidder does not maintain a facility to perform warranty work or repair services within the state of Florida, the bidder must provide a detailed plan at the time of bid submission as to how the bidder would service Florida purchasers if awarded the contract. This Service Standard Plan must include:

- Whether the warranty service provider is approved by the manufacturer,
- Estimated quantities sold per term bid,
- If the company plans to contract out for service a copy of the service agreement, and
- **Zero specific vendor claims to include:**
  - o Response time to initial call from purchaser
  - o Number of personnel available to service the contract.
  - o Qualifications of personnel providing warranty work, and
  - o Any additional information that would detail how warranty service would be provided.

The sufficiency of Service Standard Plan will be evaluated by the FSA during the bid evaluation.

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The FSA reserves the right to periodically request additional or updated information from a bidder regarding the repair/warranty facility during the solicitation and the term of the contract, if awarded. The FSA may also exercise discretion in examining such facilities 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 counsel's 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 resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

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 consent shall not be unreasonably withheld, conditioned, or delayed.

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 omission 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. The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amounts and coverage levels specified on the Insurance Checklist. The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist.

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

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.

Copies of original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein shall be filed within five days after bid opening. The certificate must state Bid Number and Title. Vendor may not begin performance under the contract until such Certificates have been approved by the FSA.

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.

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It is understood and agreed that all policies of insurance awarded 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.

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 SOI(c)(3), its officers, agents, and employees from all claims for bodily injuries to the public and/or all damages to the property 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 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 the 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 the vendor.

Insurance coverage required in this contract and the Specification Bid Document shall be in force throughout the contract term. The required Insurance Checklist summarizes the bidder's insurance obligations. If awarded, any insurance requirements listed in the Specification Bid Document supercedes the amounts listed in the Insurance Checklist.

Additionally, any vendor that uses a third party supplier for remount services must ensure that the third party supplier maintains the insurance requirements in Section 3.16 (Remount Ambulance).

The FSA can request and the vendor shall furnish proof of insurance within seven days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance 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, the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All units covered by this contract and the above specifications shall be the manufacturer's current basic production model and all equipment shall be equipped with all standard factory equipment in accordance with the manufacturer's latest

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literature unless otherwise noted in the specification bid document. If awarded, bidders must supply a unit that meets or exceeds the requirements included in the applicable base specifications.

The bid specifications are contained in the FSA Bid System, as specified in bid documents. The FSA base specifications are incorporated in this document by reference.

Bidders are required to provide all information requested on the price sheets or may have their bid rejected.

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

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 at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract execution or annual price adjustment as provided in this contract.

2.06 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA Bid System.

2.07 EXCEPTIONS TO TERMS AND CONDITIONS

Any exceptions, deviations, or contingencies a bidder may have to specifications or Contract Conditions, Section 3.0 of this document, must be documented in bidder's submission. Exceptions to the specifications at the time of the bid submission shall reference the specification or item number and a written explanation for the request for except on. At FSA's discretion, exceptions, deviations, or contingencies to the specifications or Contract Conditions stipulated by the bidder may result in disqualification of a bidder's submission.

Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the FSA of any inaccuracies in the specifications or required submittal documents. All notifications of inaccuracies must be in writing and timely submitted.

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.

Except for, deviations or contingencies to the General Conditions or Bidder Instructions, other than those determined to constitute minor irregularities and waived by the FSA pursuant to Section 2.26, may be cause for the rejection of a bidder's submission.

2.08 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

2.09 EQUIVALENTS



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Bidders must first request approval from the FSA before submitting a bid that includes an equivalent that will supplement an item on the base specification. The FSA will determine whether the proposed equivalent is equal to or exceeds the quality, design and construction than the intended replacement item in the base specification.

Bidders must provide the manufacturer name and model number (or product identifier) of each equivalent when seeking approval. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specific replacement item.

If the equivalent is approved, the bidder must include the supporting material in the bid submission. Bids will not be considered without this information. If a bid uses equivalents without prior approval, the bid will be deemed nonresponsive.

Vendors offering alternate makes and manufacturers of vehicles or equipment that are not specifically identified in the bid, cannot publish or offer the unapproved equivalents. Offerings of this nature will cause the bid to be rejected. If such offerings are identified after the award has been granted, the offerings, specification or entire award can be removed by the FSA.

When selling equivalents, vendors must disclose to the purchaser that an approved equivalent is being offered.

2.10 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend the mandatory Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA Cooperative Purchasing Team to meet in person to clarify questions on the terms and conditions and to confirm all base specifications are correct.

Bidders have the opportunity to suggest technical modifications or corrections before the specifications are finalized. Questions relating to the specifications, the bid process, or award can be asked at the Pre Bid Meeting.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested prior authorization has met all prequalification requirements, and agrees to sign a memo of understanding (MOU) and agree to meet all the terms and conditions with out exception and further waive their right to protest; the bid process in its entirety or any portion thereof.

2.11 QUALIFICATION

Prospective bidders are required to prequalify by completing all qualification forms by the date listed on the Bid Calendar. A bidder becomes a qualified bidder if they comply with this section and Section 2.10, Mandatory Pre-Bid Meeting.

Qualification forms include:

- Drug Free Workplace Form,
- Insurance Checklist,
- Manufacturer Authorization Form for each manufacturer bid by bidder.
- Emergency Vehicle Technician (EVT) Certification, if bidder is offering emergency lighting and sirens, and
- Qualified Bidder documentation as required in Section 2.01.

The qualification forms are located in the Bid System.

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2.12 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of 60 calendar days from the date of bid opening. Each specification, make and model must be priced and bid separately.

Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the specifications bid for the duration of the contract award, unless otherwise addressed by a contract extension or price adjustment as provided in the contract. These prices must be inclusive of all of the components included in the base specification.

Discount percentage will be clearly indicated on the pricing sheet as a whole figure and will accurately reflect the amount the base vehicle has been discounted.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract as outlined in Section 3.25 Administrative Fee.

Prices must be Free On Board (FOB) destination.

Once awarded, 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.

2.13 OPTION PRICING

Options may be sold, but only in connection with the sale of a base specification. The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturer's published list price for any factory options included in the bid submission and quotes to purchasers, if awarded.

Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size, horsepower, or equipment, and should not be made available for purchase separate from the base vehicle or equipment. Bidders shall NOT use options to create a vehicle or equipment that is entirely different than the FSA base specification or are available as another specification bid on this ITB.

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 determined nonresponsive and the bid will be rejected in whole or part by the FSA.

The FSA has the discretion to disqualify bidders if the option pricing is excessive.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid.

If a bidder will offer registration and title services as a fee for service, the bidder must include the registration and title fee as a separate option (i.e. line item) for each item bid, see Section 3.25 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

Purchasers are encouraged to negotiate option pricing with vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the vendor.

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Bidder must use proper factory codes for all factory options. Options available through the factory must be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

2.14 SUBMITTAL OF BID

Bidders are required to submit a bid using the FSA Bid System. Bid submissions include pricing for the base specification, as well as all other required documentation.

The bid must be received by the date and time specified on the Bid Calendar. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

FSA Bid System Submission

Bidders must submit their bid electronically using the on Bid System, which is located at <https://www.mpendorlink.com>. Bids not submitted within FSA Bid System will be rejected. Bidders are encouraged to participate in training provided for the Bid System.

User names and passwords will be issued to qualified bidders after registering in VendorLink; qualified bidders will be invited to bid.

Prices are to be rounded to the nearest whole dollar (i.e. \$10, not \$10.05). The bid system allows for cents, however the bid evaluation is based on the whole dollar. If a bidder submits bid pricing using cents, the following formula will be applied:

- \$01.49 will be rounded down to the prior dollar bid (e.g. \$50.49 = \$50)
- \$01.50-99 will be rounded to the next dollar (e.g. \$50.50 = \$51)

Bid Submission

To ensure correct bid submittal and formatting, bidders shall:

1. Submit bid electronically through VendorLink for the applicable bid.
2. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx), Adobe Portable Document Format (.pdf); or Compressed File (.ZIP) formats.
3. Enable auditing on files submitted.
4. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.
5. Bids must be input into the standardized format in VendorLink.
6. Contact VendorLink technical support at [support@vendonline.com](mailto:support@vendonline.com), if technical difficulties arise during bid submission.
7. Follow all instructions outlined in this invitation to bid and provide all requested information. Refer to Appendix H for bidder instructions for FSA bid system data entry.

The bid submitted in the Bid System shall include the following documents:

- Executed Contract Signature Page
- Completed pricing sheet
  - o Pricing sheet must be downloaded from the Bid System (VendorLink), completed, and uploaded back into the Bid System. Modifications to the format of the predefined Excel spreadsheet are prohibited, and will cause the bid to be rejected.
- Bid Bond in the amount of five (5) percent of each item bid.

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- Performance bond letter from a bonding company
- Build sheet for each item bid
  - o A build sheet is a document from the bidder or manufacturer that confirms that the vehicle or equipment bid matches the FSA base specification. If using the manufacturer's printout, the document shall indicate the manufacturer's base model code and display the standard equipment required to provide the base vehicle or equipment as outlined in the FSA base specification. If vendor-installed aftermarket components are used to meet the base specification and these components must be identified on the build sheet. Build sheets for each item bid must be compiled into a single pdf document. Build sheets should be in numerical order by specification clearly identifiable by specification or item number, and include model name and number. If FSA cannot determine which specification the build sheet is for, the item bid can be rejected as nonresponsive.
- License and Certifications, as applicable
  - o Emergency Vehicle Technician Certifications, as applicable
  - o Florida Department of Highway Safety and Motor Vehicle Dealer License, as applicable
  - o Florida Department of Highway Safety and Motor Vehicle Manufacturer License, as applicable
  - o Any other safety certification or license applicable to specifications bid.
- Explanation of how warranty claims will be handled in the State of Florida, or Service Standard Plan, Section 2.02, as applicable.
- Any requested equivalents, Section 2.09, or exceptions, Section 2.07.

FSA may ask awarded bidders to supply one hard copy set with original written signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA.

2.15 EXECUTION OF BID

By submitting a response to this invitation to bid, the bidder agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature Page with the signature of an authorized representative no later than the date of the final award.

2.16 MODIFICATION OR WITHDRAWALS OF BIDS

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

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

2.17 LATE BIDS

The responsibility for submitting a bid before the stated due date and time on the bid calendar is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.



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2.18 PUBLIC BID OPENING

Bids shall be opened on the date and time specified on the Bid Form and the bid opening will occur at the Florida Sheriffs Association, 2627 Manatee Drive, Tallahassee, Florida.

FSA shall communicate the bidder name and if they have provided all the required information.

2.19 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will occur during the bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Contract Terms and Conditions. As set forth in Section 2.20, FSA reserves the right to waive or allow a vendor to correct minor irregularities.

2.20 RESPONSIBLE BIDDER 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 non-responsive. In the following factors, the following factors may be considered:

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or the ability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsive. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contracts or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts; and
- Any other information relevant to the responsibility of a vendor that FSA deems of importance.

In addition to the requirements of Section 2.01, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process. FSA determines this information is necessary to award the bid.

FSA reserves the right to determine which responses meet the requirements, specifications, terms and conditions of the solicitation, and which bidders are responsive and non-responsive.

FSA further reserves the right to limit participation of bidders who, in FSA's sole discretion, are determined to present reasonably concerns that call into question the bidder's ability to perform but that do not rise to the level of requiring rejection of the bidder as non-responsive.

2.21 BASIS FOR AWARD

The FSA shall make awards to the lowest bidder by specification and by manufacturer to bidders deemed to be responsive and responsible. Awards may also be made to the second lowest bidder by specification and by manufacturer if applicable and determined to be in the best interest of the FSA and the purchaser.

The Fleet Advisory Committee serves as the initial review for bid submissions. The Fleet Advisory Committee's review is submitted to the FSA for final evaluation and determination of award.

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The bidders in the bid shall be for informational purposes only and will not serve as a basis for bid protest. However, the FSA has the discretion to consider action arising in making the award if doing so would be in the best interests of the FSA or the purchaser.

FSA 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.

2.22 FIRM BID

Bidder warrants by virtue of a bidder's submitting a firm bid and 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, and forwarded through the duration of the contract unless otherwise addressed by a contract extension or price adjustment as provided in this contract.

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment for all bidder awards. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$5,000 per vehicle or equipment, which amount the vendor agrees is reasonable, proportionate, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

2.23 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 purchaser. A minor irregularity is a violation from the terms and conditions of the solicitation that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchaser. At its option, the FSA may allow a bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA will not request and a bidder may not provide the FSA with additional materials that affect the price of the bid or give the bidder an advantage or benefit not enjoyed by other bidders.

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

2.24 CODE OF SILENCE

This invitation to bid is subject to the Code of Silence that begins the date the bid submission opens is indicated in the Bid Calendar. During this period all communication regarding the solicitation between FSA and Bidder will cease. Except for necessary discussions regarding the items requested in the invitation to bid system or communication initiated by the FSA, all permitted communications during this period shall be made in writing to the procurement contact identified in Section 1.01 of this invitation to bid.

FSA is not responsible for bidder's improper use of the bid system. Exceptions will be granted to this restriction should any bid system malfunctions occur.

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3.01 GENERAL REQUIREMENTS FOR ALL VEHICLES AND EQUIPMENT

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

The terms and conditions apply to all vehicles or equipment purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the Contract Signature Page 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.

Each time occurs during the contract period, the vendor must notify the Administrator immediately. The Vendor Change Documents must be completed, signed by an authorized representative and submitted via email to:

A sample Vendor Change Document is located in Appendix A and on line at the FSA website.

3.04 OPTION TO RENEW & PRICE ADJUSTMENT

Renewal/option

The contract may be renewed by mutual agreement, in stated at the discretion of the FSA, for up to two (2) additional years, on a year to year basis. The FSA reserves the right to, in its sole discretion, elect to renew the contract in whole or in part.

In the event that the contract is being renewed, it shall be on a month to month basis only and shall not constitute an implied renewal of the contract. Such a month to month extension shall be upon the same terms of the contract and all the representations and payments provided herein.

Price adjustment

Prior to completion of each contract term, and on an annual basis, the FSA will consider a price adjustment due to manufacturer certified price adjustments or as a result of any changes to national or state standards that require substantial cost adjustments.

In the event of changes to national or state standards, the vendor must present verifiable changes in cost to FSA. The FSA will consider the cost changes and will make a final determination on the change in price.

For any vendor initiated adjustment to commence on the first day of the renewed contract term, and on an annual basis, the vendor may request an adjustment to the sum (ted 90 (ninety) days prior to expiration of the then current contract. The vendor's stated adjustment request must clearly substantiate the requested increase or decrease. For manufacturer certified price adjustments, vendors must provide documentation to FSA that such price adjustments are not in excess of other industry contracts or orders of purchasing agreements and indicate the government concessions or discounts offered. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be

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here set forth for price adjustment. Any adjustment request received after the commencement of a new option period will not be considered. The

The FSA reserves the right to accept the renewal adjustment or to allow the contract to fully or partially terminate and reprocure for plus, whichever is in the best interest of the FSA.

3.05 ADDITIONS AND DELETIONS

The FSA can add, remove, discontinue or suspend any specifications or portions thereof from this bid or awarded contract when it is deemed to be in the best interest of FSA and the purchaser.

It is the vendor's sole responsibility to be based upon and permitted to:

- Fewer in stock;
- Product recall or other safety issues;
- Vendor's Manufacturer performance; or
- Lack of relevance of product/compatibility.

3.06 EQUITABLE ADJUSTMENT

The FSA may make an equitable adjustment to the contract terms or pricing if the services

3.07 DISCOUNTS

Discounts must be offered under this contract and shall be below Manufacturer's Standard Retail Pricing (MSRP) or Manufacturer's published list price for each specification and option listed. Discounts must be clearly documented in the bidder's submission.

The vendor has the authority to offer additional discounts based on quantity as well as additional manufacturer or vendor discounts.

Discounts are not required on any state or federal fees and charges.

Discount ranges are not deemed to be applicable. Discounts must be a whole percentage with no decimal place (e.g., 10%).

3.08 CONDITIONS

The vendor shall warrant and agree that any item offered or purchased as a result of this bid shall be the most current model offered, or the most current production model at the time of this bid.

3.09 PRODUCTION CUTOFF

Production cutoff refers to the date and class configuration with the bid specifications. The vendor shall notify the FSA no less than 30 (thirty) calendar days prior to the date of final order placed by the manufacturer when the final order date is during the term of the contract. Notification shall be provided in writing.

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Purchase orders received by the vendor 10 business days prior to the final order date must be accepted and entered into the order system with the manufacturer.

If a purchase order has been timely received by the vendor 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 have the discretion to choose whether to provide the next year's model at current year's prices until the end of the contract term.

If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the specifications, FSA may consider substitutions from the same manufacturer.

3.10 FACILITIES

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

3.11 SUBSTITUTIONS

The FSA or purchasers will not accept substitute orders of any kind. Vendors are expected to furnish the brand quoted in the bid once awarded. Any substitutes will be returned at the vendor's expense. Delivery of substitutes and the delay in supplying the correct specification can be deemed grounds for termination for default.

3.12 EMERGENCY LIGHT AND SIREN CERTIFICATION STANDARDS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

Vehicles of the fire department (fire units), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective department or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bids that will provide or contract to provide emergency light and siren installation must also submit Emergency Vehicle Technician Certifications for the individuals working for the bidder or the designated third party supplier who will perform the installation. FSA reserves the right to accept certifications up until final award.

Vendors that will install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1 and Class 2 in order to be eligible for participation in the Contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the vendor can be found in default of the Contract.

3.13 FACTORY INSTALLED

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

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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 non-compliance 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 alternate, the purchaser shall decide whether they will accept vendor installed components.

3.14 VENDOR INSTALLED

All vendor installed accessories shall be installed according to the manufacturer's specifications. 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. Prior to any purchase, the vendor must also disclose the warranty of any item that is less than or exceeds the factory vehicle or equipment warranty coverage.

A 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 Emergency Vehicle Installation through EVT Certification Commission, Inc. or an approved equivalent.

The FSA may at any time during the contract period request proof of the required certification.

Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with Section 1.45 of this invitation to bid.

3.15 NON-SCHEDULED OPTIONS

FSA attempts to include scheduled, factory and aftermarket options in the bid document. If a purchaser 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 item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

3.16 REMOUNT (AMBULANCE)

It is the responsibility of the awarded vendor to ensure that any remount services meet or exceed all insurance requirements under the terms and conditions of the FSA Fire/Rescue Vehicles and Other Equipment Contract. Remount service providers shall maintain a minimum of \$5,000,000 in Product Liability Insurance and a minimum of \$1,000,000 in Professional Garage Keepers Liability Insurance. Proof of adequate coverage shall be produced to the customer upon request.

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All remount service providers are to be registered with National Highway Traffic Safety Administration (NHTSA), as a manufacturer. The remounter shall be familiar with, and follow, all applicable and/or recommended OEM guidelines and practices as published by the OEM chassis manufacturer. This shall include the strict compliance with the New Vehicle Standard, registration requirement, and the incomplete Vehicle Document (VD) for the appropriate chassis.

The remounter company shall be financially able to adequately support a warranty obligation offered to the purchaser and provide proof from a third party financial institution to the purchaser upon request. The warranty that shall be offered at a minimum to the customer shall be as follows:

1. The remounter shall warrant the ambulance and furnished equipment against parts failure or malfunctions due to design, construction, or installation errors, defective workmanship, and missing or incorrect parts for a minimum period of 12 months or 12,000 miles (whichever occurs first).

2. However, if the remounter received from any supplier or subcontractor additional warranty on the whole or any component of the ambulance, in the form of time and/or mileage, including any prorated arrangements, or the remounter generally extends to their commercial customer a greater or extended warranty coverage, the customer shall receive corresponding warranty benefits.

It is also the responsibility of the awarded vendor to certify that it has inspected the remounted module for structural integrity and will supply a statement that includes date, time, and photographic proof of the inspection process to the purchaser. The remounter shall have written work process documentation to substantiate each step of the product and present to the awarded vendor upon completion of the remount.

This shall include:

- 1. The evaluation and the physical assessment of the original vehicle.
- 2. The production sequence and process, and
- 3. Written and verified quality control and function checks.

The remounter shall perform the following series of steps to determine viability of the proposed remount product:

- 1. The viability shall include a visual inspection of ambulance body module for overall condition to determine suitability for forward service life. This shall include the compatibility of the body to the proposed new chassis. This viability process shall include, and the remounter shall provide a Scope of Work to the awarded vendor, which shall include a detailed proposal to the customer, a notice of compliance of FMVSS requirements, including weight balance and payload projections and analysis.
- 2. The remounter shall inform the customer of any hidden deficiencies or defects discovered during the process, whereby remediation shall be mutually determined.
- 3. The remounter shall inspect and perform functionality testing in accordance to American Manufacturers Division of the National Truck Equipment Association standards.
- 4. The remounter shall provide final documentation of product and affix all applicable compliance labeling to the product.

If a purchaser utilizes a remount service on its own initiative, the remount service provided shall be excluded from the terms and conditions of this Contract.

3.17 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

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to acts of God, war, 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.

3.18 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.

3.19 ORDER

The vendor shall submit a copy of the purchase order to the Coordinator within 24 days of receipt from the purchaser.

To initiate a purchase, a purchaser issues a purchase order to the vendor, which shall include:

- The contract number and title;
- Specification number and item(s) purchased;
- Prices broken down by FSA base specification item, and additional options;
- Purchaser's federal identification number; and
- Name, phone number and email address for the point of contact at the purchasing agency.

Delivery or due dates should be discussed with the vendor at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. It is important to note that vendors do not have any control over production delays in schedules from the manufacturer.

The purchaser should forward an executed copy of the purchase order to the FSA at the same time the purchase order is sent to the vendor. Emails or hard copies are accepted. Emails can be sent to coop@flsheriffs.org.

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.

All vehicles ordered prior to production cutoff 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.

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 and the terms and conditions of the Contract and the purchase order.

It is the vendor's responsibility to ensure that the vehicle or equipment 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.

Any changes that are required to bring a vehicle or equipment into compliance with the vendor's options due to an incorrect order will be accomplished at the vendor's expense.

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 Appendix D.



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**3.20 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;
- For cab and chassis, do not remove the window price sticker or supplier 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
- A MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the Purchaser, if applicable. 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. This deadline shall not apply to vehicles originating as an incomplete chassis.

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 2,500 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 fire rescue or emergency response vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 2,500 miles shall be approved by the purchasing agency. Incomplete vehicles would be exempt. The purchaser has the option to reject a vehicle with more than 2,500 odometer miles, if not previously approved by the purchaser, or may deduct \$0.51 cents per mile in excess of 2,500 miles from the invoice, unless distance above 2,500 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 1/8 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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**3.21 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 provided 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:

- Copy of Customer's Purchase Order
- Copy of the applicable Vehicle Specification
- Copy of Manufacturer's Invoice or Window Sticker. Prices may be deleted from the manufacturer's invoice
- Copy of Pre-Delivery Service Report
- Warranty Certification
- One complimentary copy of the printed owner's manual if requested, otherwise digital copies are acceptable
- If the Vendor does not provide the tag and title, then the DHS/MV 82C-40 (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.

**3.22 REGISTRATION, TAG AND TITLE**

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

Title items shall be the responsibility of the vendor. The purchaser, if a government agency, has the authority to choose to register and title the vehicle.

Reasonable administrative costs for registration and title services, including obtaining temporary tags, tag transfers, and new tags are permitted. All costs associated with obtaining, filing and shipping of tags shall be listed as an option during

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The bid submission for each item bid. Registration and title costs can include convenience fees, cost reimbursements for filing, obtaining or delivery of tags, or any costs over the original purchase price of the registration and title. Registration and title costs for registration and titling can be negotiated between the purchaser and the vendor.

**3.23 CAB AND CHASSIS PURCHASES**

PSA highly recommends that all upfitting of cab and chassis be performed by vendors or third party suppliers that are licensed and/or certified to avoid unnecessary exposure to future liability.

Vendors are required to register and title the vehicle when the cab and chassis upfitting work is completed by the vendor or the vendor's selected third party supplier.

Cab and chassis can be purchased from vendors without any required additional titling by the dealer. However, in this situation vendors are not required to register and title the chassis.

If an agency chooses to outfit the chassis with a third party supplier not selected by the vendor, then the third party supplier must perform the state mandated registration and title work upon completion of the upfitting.

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

**3.24 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 local governments to ensure timely payment of Vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70-218.79 of Florida Statutes.

**3.25 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 until satisfactory evidence of correction is presented to the PSA.

**3.26 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.

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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.

**3.27 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS**

Purchase Orders

The Vendor must submit copies of purchase orders upon receipt to the PSA. 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:

The files should be named using the following examples:

Examples  
 County = Florida County, County of PD 12345 -ABC County BCC PD 12345.pdf  
 City = Florida City, City of PD 12345 -ABC City PD 12345.pdf  
 Sheriff's Sher.'s Office of PD 12345 -ABC Sheriff PD 12345.pdf  
 Education = Institution Name POL12345 -ABC County College PD 12345.pdf

Quarterly Reports

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

Quarterly reports track the deliveries in a given quarter. Quarterly reports do not track purchase orders taken in a quarter, rather purchase orders are to be submitted at the time they are received by the vendor.

All quarterly reports are to be sent to \_\_\_\_\_ Quarterly reports are found on-line in the \_\_\_\_\_ section of the PSA website.

Quarterly Reports must be complete with the name of the vendor and the date. For example, "Spamal Motors" would be in the document header. Do not indicate the quarter on the date of the report. Do not send purchase orders with the quarterly report. An example of a Quarterly Report is in Appendix F.

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:

Year	Quarter Period	Reports and Administrative Fees Due
Y1Q1	April 1 - June 30	15-Jul-2020
Y1Q2	July 1 - September 30	15-Oct-2020
Y1Q3	October 1 - December 31	15-Jan-2021
Y1Q4	January 1 - March 31	15-Apr-2021

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Year 2		
Y2Q1	April 1 - June 30	15-Apr-2021
Y2Q2	July 1 - September 30	15-Oct-2021
Y2Q3	October 1 - December 31	15-Jan-2022
Y2Q4	January 1 - March 31	15-Apr-2022
Year 1		
Y1Q1	April 1 - June 30	15-Jul-2020
Y1Q2	July 1 - September 30	15-Oct-2020
Y1Q3	October 1 - December 31	15-Jan-2021
Y1Q4	January 1 - March 31	15-Apr-2021

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.

Deliveries beyond the Y2Q4 period are to be submitted as a "Y3Q4 Extended Delivery" sheet using the same report format until the contract deliveries are completed for the current contract.

FSA reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

**3.28 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. Vendors are to make notation of payments in a separate column for each line item of each quarterly report of the check number submitted for administrative fees paid each quarter.

Bidders are to include the administrative fee of three quarters of one percent (.0075) in all 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. The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing.

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

The administrative fee to be paid 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 fee is the contractual responsibility of each 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 its designee.

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All participating vendors are responsible for ensuring the Administrator has the contact e-mail address for the person responsible for 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

**3.29 LIQUIDATED DAMAGES**

The vendor 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 liquidated damages owed because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports within 15 calendar days following the end of each quarter will result in the imposition of liquidated damages. Vendors failing to submit administrative fees and quarterly reports will incur liquidated damages in the amount of \$35 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section and Section 3.28, the prevailing party shall be entitled to its reasonable attorney's fees and costs incurred in the litigation. Venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 days can result in FSA, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications, disqualification from future solicitations, or termination for cause pursuant to Section 1.45.

**Schedule of Liquidated Damages**

Failure to submit quarterly report on time	\$25.00 per day
Failure to report a Purchase Order to FSA within the 15 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

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will damage the FSA, but by their nature such damages are difficult to ascertain. Accordingly, the above specified schedule of liquidated damages shall apply to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty, but are instead intended solely to compensate the FSA for damages, and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

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Appendix B - Insurance Checklist Form

**FSA DRUG-FREE  
WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or not guilty to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

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Appendix B - Insurance Checklist Form



**INSURANCE CHECK LIST**

1. Workers' Compensation and Employer's Liability are the statutory levels of the State of Florida.
2. Comprehensive General Liability (occurrence form), limits of liability \$3,000,000 per occurrence for bodily injury property damage to include Premises Operations, Products, Completed Operations and Contractual Liability. Commercial Liability and General Liability should name FSA as an additional insured in the insurance requirements of specifications. General aggregate \$3,000,000.
3. Automobile liability: \$1,000,000 each occurrence - owned/non-owned/leased automobile included.
4. Excess liability \$ \_\_\_\_\_ per occurrence to follow the primary coverage.
5. The FSA must be named as an additional insured on the liability policies and it must be stated on the certificate.
6. Other insurance in addition:
  - Builders Risk completed value \$ \_\_\_\_\_
  - Liquor liability \$ \_\_\_\_\_
  - Fire legal liability \$ \_\_\_\_\_
  - Perfection and indemnity \$ \_\_\_\_\_
  - Employee Dishonesty Bond \$ \_\_\_\_\_
  - Other coverage \$ 1,000,000
7. Thirty (30) days written confirmation notice required.
8. Bidder's quote using B-11 or better, unless noted.
9. The certificate must include the bid number and bid title and list FSA as the Certificate holder.

**Proposer and Insurance Agent Statement:**

We understand the insurance requirements of these specifications, as noted by the items checked above, and that evidence of this insurance is required within five (5) days of bid award.

Bidder

Signature

Date



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 Appendix C - Vendor Change Form

Florida Sheriffs Association  
 Cooperative Purchasing Program  
 Vendor Change Document

Please complete this form and submit to the appropriate authority at the address indicated on the reverse side of this form. Information is requested to ensure proper processing.

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

Company Information Changes	
Company Name	Old Information
Old Company Name	New Information
Old Company Address	New Company Name
Old Company City	New Company Address
Old Company State	New Company City
Old Company Zip	New Company State
Old Company Fax	New Company Zip
Old Company E-mail	New Company Fax

Company Contact Changes	
Old Contact Information	New Contact Information
Old Contact Name	New Contact Name
Old Contact Office Phone	New Contact Office Phone
Old Contact Mobile Phone	New Contact Mobile Phone
Old Contact Fax Phone	New Contact Fax Phone
Old Contact E-mail	New Contact E-mail

This information is requested by an authorized representative of the Florida Sheriffs Association. It is requested that you provide it to the representative of the Florida Sheriffs Association. Name of Authorized Company Representative: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Authorized Company Representative Signature: \_\_\_\_\_

Signature	Date
_____	_____

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 Appendix D - Confirmation of Order Form

**CONFIRMATION OF ORDER**

Florida Sheriffs Association  
 & Florida Fire Chiefs Association  
 Fire Rescue Vehicles and Other Equipment

BID NO. FSA20-VEF14.0

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 verification by the Purchaser.

TO BE COMPLETED BY DEALERSHIP:

Vendor/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 Request for Production Specification is to be had for four (4) days.  
 Comments: \_\_\_\_\_

Purchaser/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 on the last page.

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MANUFACTURER'S  
 AUTHORIZATION

Fire Rescue Vehicles, Ambulances  
 and  
 Other Equipment  
 BID NO. FSA20-VEF14.0

This is to certify that \_\_\_\_\_ is the manufacturer

manufacturer's authorized dealer of \_\_\_\_\_

in the State of Florida.

By \_\_\_\_\_  
 Manufacturer Name

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

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

Office Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

PLEASE NOTE: This authorization form must be executed by an authorized employee of the manufacturer (OEM). Dealers/Representatives are not authorized to execute this authorization form on behalf of the manufacturer. The manufacturer must execute this authorization form even if they are offering their own product. Failure to submit this authorization form with your response as required may result in the disqualification of the response.

Contract Terms and Conditions Section Qualifier

FLORIDA SHERIFFS ASSOCIATION  
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FINANCIAL STATEMENT  
 QUARTERLY REPORT for BID #FSA20-VEF 14.0  
 (Revenue Cycle: April 1, 2010 thru March 31, 2011)  
 Fire Rescue Vehicle and Other Equipment

Order #	Name of Purchasing Agency	FSA #	City	State	Vehicle Type	PO Date	PO Amount	Invoice Due
Order # 1 - New Vehicle								
Order # 2 - New Vehicle								
Order # 3 - New Vehicle								
Order # 4 - New Vehicle								
Order # 5 - New Vehicle								
Order # 6 - New Vehicle								
Order # 7 - New Vehicle								
Order # 8 - New Vehicle								
Order # 9 - New Vehicle								
Order # 10 - New Vehicle								
Order # 11 - New Vehicle								
Order # 12 - New Vehicle								
Order # 13 - New Vehicle								
Order # 14 - New Vehicle								
Order # 15 - New Vehicle								
Order # 16 - New Vehicle								
Order # 17 - New Vehicle								
Order # 18 - New Vehicle								
Order # 19 - New Vehicle								
Order # 20 - New Vehicle								
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Order # 38 - New Vehicle								
Order # 39 - New Vehicle								
Order # 40 - New Vehicle								
Order # 41 - New Vehicle								
Order # 42 - New Vehicle								
Order # 43 - New Vehicle								
Order # 44 - New Vehicle								
Order # 45 - New Vehicle								
Order # 46 - New Vehicle								
Order # 47 - New Vehicle								
Order # 48 - New Vehicle								
Order # 49 - New Vehicle								
Order # 50 - New Vehicle								

Fees and reports are due to the FSA at the month following the quarter end.



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 Appendix G – Bid Calendar



**BID CALENDAR**  
**Bid # FSA20-VEF14.0 Fire Rescue Vehicles, Ambulances and Other Equipment**  
 Contract Period: April 1, 2020 – March 31, 2023

DATE/TIME	EVENT
11/16/2019	Bid System Training - All Interested Bidders
11/15/2019	Registration Open for Mandatory Pre-Bid
11/20/2019	Specification and Terms & Conditions Review Workshop
1/14/20 - 1/15/20	Mandatory Pre-Bid Meeting
1/27/2020	Requests for Clarifications
1/29/2020	FSA Response to Requests for Clarifications
1/29/2020	Bidder Qualifying Documents Due
2/3/2020	FSA Bid System Opens
2/3/20 - 4/1/20	Cons of Sample
3/2/2020	Bid Submissions Due
3/3/2020	Public Bid Opening
3/19/20 - 3/19/20	FSA & Fleet Advisory Committee Bid Review
3/19/2020	Bids to Award Period
4/1/2020	Bid Award Announced

**Voluntary Teleconference Workshops Information:**  
 Voluntary workshops are via teleconference. To participate, call in on the designated dates specified in the bid calendar at times TBD. Registration: 850.775.2121  
 DASHIC 1-800-970-7487  
 Participant Code: 68495418

**Mandatory Pre-Bid Location:**  
 Volusia County Emergency Operations Center  
 3625 Tiger Bay Road  
 Daytona Beach, Florida 32124

**Mandatory Pre-Bid Meeting Information:**  
 Fire Rescue Vehicles & Other Equipment - 1/14/2020 at 9:00 am - 4:00 pm (EDT)  
 Ambulances - 1/15/2020 at 9:00 am - 4:00 pm (EDT)

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 Appendix H – FSA Bid System Data Input Instructions for Bidders

**FSA BID SYSTEM DATA INPUT INSTRUCTIONS FOR BIDDERS:**

FSA20-VEF14.01 - AMBULANCES & OTHER EQUIPMENT  
 FSA20-VEF14.02 - FIRE RESCUE VEHICLES & OTHER EQUIPMENT

*Note: The attached Exhibit 1 is an example bidder screen in the FSA bid system and is for illustration purposes only.*

- Step 1:** Insert bid price in the "Unit Price/Percent" data input field as illustrated in Exhibit 1.
- Step 2:** Insert the % discount represented by your bid amount for purchaser reference in the "Vendor Description" data input field as illustrated in Exhibit 1.
- Step 3:** Insert vehicle picture link (which must be a public domain) in the "Image Link" data input field (if desired) as illustrated in Exhibit 1.
- Step 4:** Insert vehicle options link (which must be a public domain) in the "Spec Link" data input field (if desired) as illustrated in Exhibit 1.
- Step 5:** Upload vehicle build sheet in PDF format in the "Select Files to Upload" field as illustrated in Exhibit 1.

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**FLORIDA SHERIFFS ASSOCIATION**

2617 Mahan Drive, Tallahassee, Florida 32308  
 P.O. Box 12510 - Tallahassee, Florida 32317-2510

☎ 850.877.2555  
 ☎ 850.878-8665  
 www.FSA.org

**Contract Amendment**  
 FSA20-VEF14.01 Ambulances & Other Equipment  
 FSA20-VEF14.02 Fire Rescue Vehicles & Other Equipment

The Florida Sheriffs Association is modifying the contract terms and conditions of Contract FSA20-VEF 14.01 and FSA20-VEF14.02, Section 2.13. This contract amendment is effective on May 1, 2020. The modification of the terms and conditions is permissible under Section 1.24 of the contract.

The following language under Section 2.13 will be amended as follows:

**2.13 OPTION PRICING**

*Options may be sold, but only in connection with the sale of a base specification. The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturer's published list price for any factory options included in the bid submission and quotes to purchasers, if awarded.*

*Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size, horsepower, or equipment, and should not be made available for purchase separate from the base vehicle or equipment. Bidders shall NOT use options to create a vehicle or equipment that is entirely different than the FSA base specification or as available as another specification and awarded on this IFB.*

*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 determined nonresponsive and the bid will be rejected in whole or part by the FSA.*

*The FSA has the discretion to disqualify bidders if the option pricing is excessive.*

*Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid.*

*If a bidder will offer registration and title services as a fee for service, the bidder must include the registration and title fee as a separate option (i.e. line item) for each item bid, see Section 3.22 for additional details. Government imposed fees should not be included in this option pricing.*

*No other additional charges or fees are admissible.*

*Purchasers are encouraged to negotiate option pricing with vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the vendor.*



Company ID Number: 206274

Information Required for the E-Verify Program	
<b>Information relating to your Company:</b>	
Company Name	Ten-8 Fire & Safety, LLC
Company Facility Address	2904 59th Ave Drive East Bradenton, FL 34203
Company Alternate Address	
County or Parish	MANATEE
Employer Identification Number	592812764
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	4 site(s)



EXHIBIT "A"

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that TEN-8 FIRE + SAFETY, LLC (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of TEN-8 FIRE + SAFETY, LLC (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Vicky Kogel  
Print Name: VICKY KOGEL  
Date: 8/11/2022

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 8/11/2022 (Date) by Vicky Kogel (Name of Officer or Agent, Title of Officer or Agent) of Contract Administration LLC (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Angela Evans  
Notary Public  
Angela Evans  
Printed Name

My Commission Expires: 6/29/2025

