

#1



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

Piggybacking Request Form

(Use for purchase(s) over \$15,000, when piggybacking off other contracts)

Date 04/19/17

Department/Office Police Department

Division/Area SWAT

Contact Person Jeff Devlin

Title Lieutenant

Phone 954-967-4430

Email jdevlin@hollywoodfl.org

1. Requested Vendor Garber Ford

Vendor Number 26440

Address 3340 Hwy 17, Green Cove Springs, FL 32043

Contact Person Todd Brandt

Title Garber Fleet Sales

Phone 904-264-2422

Email tbrandt@garberautomall.com

2. Contract title requesting to piggyback? Motor Vehicles, group 3: Minivans or Vans

Awarding Agency Garber Ford Inc.

Contract Expiration Date updated 3/30/17

Copy of Contract and Awarding Agency documentation is attached.

Yes No

3. Product/Service being requested (be specific). two 2017 Ford Transit Cargo Vans, T-350 HD 148" EI Hi 10360 GVWR Dual Dr (S4U)

4. Detailed description of the products/services function and purpose. New Transport Vans will improve Officer safety, reliability and efficiency. The features and technology available in the new vans will not only get SWAT Officers to high risk operations swiftly and safely but also with the reliability inherent in new vehicles. In

Procurement Service Division use only

Requisition # R
(As Applicable)

Purchase Order # P
(As Applicable)

Blanket Purchase Order # BPO
(As Applicable)

addition, the vans will provide a place for SWAT Officers to gather out of the elements while they wait to be deployed vastly improving mental and physical readiness.

5. Please explain what process the Department/Office took to verify and/or identify this contract. Contract #25100000-16-1 was verified through The Florida Department of Management Services website. The contract was awarded to Garber Ford, Inc. and effective on March 30, 2017. A copy of Contract Award 25100000-16-1 Motor Vehicles is attached.

6. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product/service?

Yes No

Please explain Police Department is piggybacking off of existing Florida Department of management Services contract.

7. Total cost of the requested product/service. \$65,994

8. Total estimated annual (fiscal year) cost of requested product/service. \$65,994

Account Number(s) TBD _____

9. Is this product/service covered by a warranty? Yes No

If yes, please attach a copy of the warranty details.

10. Would this purchase(s) result in the potential of future purchases for related products/services being restricted to a particular vendor or create a specific vendor as sole source provider for related items?

Yes No

If yes, please describe the related products/services and estimated cost(s.) _____

11. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase?

Yes No

If yes, please attach a draft maintenance plan which includes cost estimates and funding source(s.) _____

12. Is this a grant related purchase? Yes No

If yes, please provide details (timeline, expiration dates, milestones, special procurement requirements, etc.) _____

Will this require matching funds? Yes No

What is the grant source? _____

What is the grant (dollar) amount? _____

Procurement Service Division use only

Requisition # R _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # BPO _____
(As Applicable)

13. Please complete an advanced search of the vendor recommended for award on the Federal Government's Systems for Award Management at www.sam.gov.

Date of Advanced Search _____

Company Name(s) Searched

Search Results

REQUESTING DEPARTMENT RECOMMENDATION

Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contract and recommend its approval based on the contract complying with the City of Hollywood's scope and pricing requirements and to the best of you knowledge the contract does not violate any applicable policy, statue, governing rule or regulation.


 Contact Person's Signature

5/16/17
 Date

 Supervisor's Signature

 Date


 Director's Signature

5/25/17
 Date

APPROVAL (Procurement Service Division Use Only)			
Verified By:	<u>JZ</u>	Date	<u>6/1/17</u>
Approved By:	<u>Paul & Son</u>	Date	<u>6/1/2017</u>

Procurement Service Division use only

Requisition # R _____
 (As Applicable)

Purchase Order # P _____
 (As Applicable)

Blanket Purchase Oder # BPO _____
 (As Applicable)



CITY OF HOLLYWOOD, FLORIDA

#2

PROCUREMENT SERVICES DIVISION

Piggybacking Request Form

(Use for purchase(s) over \$25,000, when piggybacking off other contracts)

Date 05/11/17

Department/Office Police Department

Division/Area SWAT

Contract Administrator Jeff Devlin

Title Lieutenant

Phone 954-967-4430

Email jdevlin@hollywoodfl.org

1. Requested Vendor Emergency Vehicles, Inc.

Vendor Number _____

Address 705 13th Street, Lake Park, FL 33403

Contact Person Lee Potter

Title Regional Sales Manager

Phone 561-685-0077

Email lee@evi-fl.com

2. Contract title requesting to piggyback? RLI #16016IC

Awarding Agency Broward County Sheriffs Office

Contract Expiration Date March 30, 2021

Copy of Contract and Awarding Agency documentation is attached.

Yes No

3. Product/Service being requested (be specific). SWAT Team transport vans interior/exterior modifications: interior insulation, interior walls, interior sub floor, interior floor finish, interior ceiling, interior benches, interior handrails, interior dome lighting, exterior rear step platform, exterior awning, rear and back doors locking latch, dry erase wrap

Procurement Service Division use only

Requisition # R
(As Applicable)

Purchase Order # P
(As Applicable)

Blanket Purchase Order # BPO
(As Applicable)

4. Detailed description of the products/services function and purpose. SWAT Team transport vans' modifications to more safely and efficiently transport SWAT Team members to and from critical incidents. Modifications will enable transport vans to serve as tactical command posts and staging area for SWAT Team personnel.

5. Please explain what process the Department/Office took to verify and/or identify this contract. RLI #16016IC was verified through the Broward Sheriffs Office. The contract was awarded to Emergency Vehicles, Inc. and effective March 30, 2016 through March 30, 2021. A copy of RLI #16016IC is attached.

6. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product/service?

Yes No

Please explain Police Department is piggybacking off of existing Broward County Sheriffs Office contract.

7. Total cost of the requested product/service. \$38,005

8. Total estimated annual (fiscal year) cost of requested product/service. \$38,005

Account Number(s) TBD _____

9. Is this product/service covered by a warranty? Yes No

If yes, please attach a copy of the warranty details.

10. Would this purchase(s) result in the potential of future purchases for related products/services being restricted to a particular vendor or create a specific vendor as sole source provider for related items?

Yes No

If yes, please describe the related products/services and estimated cost(s.) _____

11. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase?

Yes No

If yes, please attach a draft maintenance plan which includes cost estimates and funding source(s.)

12. Is this a grant related purchase? Yes No

If yes, please provide details (timeline, expiration dates, milestones, special procurement requirements, etc.) _____

Will this require matching funds? Yes No

What is the grant source? _____

What is the grant (dollar) amount? _____

Procurement Service Division use only

Requisition # R _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # BPO _____
(As Applicable)

13. Please complete an advanced search of the vendor recommended for award on the Federal Government's Systems for Award Management at www.sam.gov.

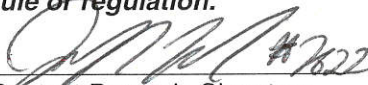
Date of Advanced Search _____

Company Name(s) Searched _____

Search Results _____

REQUESTING DEPARTMENT RECOMMENDATION

Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contract and recommend its approval based on the contract complying with the City of Hollywood's scope and pricing requirements and to the best of you knowledge the contract does not violate any applicable policy, statute, governing rule or regulation.

 #7622
Contact Person's Signature



5/16/17
Date

Supervisor's Signature

Date


Director's Signature

5/24/17
Date

APPROVAL (Procurement Service Division Use Only)			
Verified By:		Date	<u>6/1/17</u>
Approved By:		Date	<u>6/1/2017</u>

Procurement Service Division use only

Requisition # R _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # BPO _____
(As Applicable)

PART NO	QTY	DESCRIPTION
H3-01-0S0C	2	SQUAD BENCH BACKREST CUSHIONS - CORDURA
H3-01-2L0C	2	SQUAD BENCH BACKREST CUSHIONS - CORDURA
H3-10-S20C	2	FOLD-UP SQUAD BENCH WITH SPRING LOADED SEAT IRONS Seating Capacity for Each Bench: -- Two (2)
H4-00-01LP	1	INSTALL CUSTOMER SUPPLIED FLOOR MOUNTS FOR EXPLOSIVE LOCKER Location: -- Front interior floor of van
H5-00-K01M	1	KNURLED OVERHEAD GRAB RAIL(S) - MEDIUM Note: -- Grab rails need to be thru bolted for secure mounting
H5-00-K02L	2	KNURLED OVERHEAD GRAB RAIL(S) - LARGE Note: -- Grab rails need to be thru bolted for secure mounting
H5-12-02LP	3	DRY/ERASE WRAP MATERIAL - SIDE OF VAN BODY Location: -- Curbside of van body + on sliding side doors
I0-12-0551	3	WHELEN #60CREGCS RED/WHITE LED INTERIOR DOME LIGHT(S) W/SWITCH Location: -- Interior ceiling
Z2-00-0200	1	CHASSIS HANDLING CUSTOMER FURNISHED
Z6-00-000A	1	FACTORY LIAISON PROJECT COORDINATOR
Z6-00-000B	1	ENGINEERING/PRE-CONSTRUCTION REVIEW
Z6-00-000C	1	IN-HOUSE PRE-DELIVERY DETAILING INSPECTION
Z9-00-0000	1	
Z9-99-01LP	1	TOTAL PRICE PER VAN: \$20,670.00

QUOTATION

Emergency Vehicles, Inc.

Hollywood Police Department
 Michael McBride
 3250 Hollywood Blvd
 Hollywood, FL 33021
 954-967-4636

Vehicle #2 - No White board wrap
 No Awning

Quote No: HOLLYPD-0002
 05/11/2017

PART NO	QTY	DESCRIPTION
	1	== SWAT VAN CONVERSION ==
B5-10-01LP	1	REMOVABLE REAR CUSTOM STEP PLATFORM Size: -- Approx. 84" wide x 24" deep Note: -- Shall include two (2) rear receiver hitches for stability
G0-CV-3000	1	INTERIOR PACKAGE; FORD TRANSIT VAN
G1-00-005B	1	-- VAN BODY INSULATION
G1-10-005B	1	-- VAN BODY INTERIOR SUB-FLOOR
G1-10-025B	1	-- VAN BODY FINISH FLOOR - ALUMINUM DIAMOND PLATE -- The diamond plate utilized shall be "slip resistant", meeting NFPA requirements
G1-12-0250	1	-- VAN BODY SUB-WALLS - 1/4"
G1-12-025A	1	-- VAN BODY FINISH WALLS - ABS Color: -- Grey Note: -- May be Kemlite material + to be discussed prior to construction
G1-16-0250	1	-- VAN BODY SUB-CEILING
G1-16-025A	1	-- VAN BODY FINISH CEILING - ABS Color: -- Off-white Note: -- May be Kemlite material + to be discussed prior to construction
H2-01-01LP	4	REAR DOORS AND SIDE DOORS POSITIVE LATCHING SYSTEM Note: -- To hold doors in their "open" positions
H3-00-0S0C	2	SQUAD BENCH WITH LIFT-UP LIDS - CORDURA Seating Capacity for Each Bench: -- Three (3)
H3-01-0S0C	2	SQUAD BENCH BACKREST CUSHIONS - CORDURA
H3-01-2L0C	2	SQUAD BENCH BACKREST CUSHIONS - CORDURA
H3-10-S20C	2	FOLD-UP SQUAD BENCH WITH SPRING LOADED SEAT IRONS Seating Capacity for Each Bench: -- Two (2)

PART NO	QTY	DESCRIPTION
H4-00-01LP	1	INSTALL CUSTOMER SUPPLIED FLOOR MOUNTS FOR EXPLOSIVE LOCKER Location: -- Front interior floor of van
H5-00-K01M	1	KNURLED OVERHEAD GRAB RAIL(S) - MEDIUM Note: -- Grab rails need to be thru bolted for secure mounting
H5-00-K02L	2	KNURLED OVERHEAD GRAB RAIL(S) - LARGE Note: -- Grab rails need to be thru bolted for secure mounting
I0-12-0551	3	WHELEN #60CREGCS RED/WHITE LED INTERIOR DOME LIGHT(S) W/SWITCH Location: -- Interior ceiling
Z2-00-0200	1	CHASSIS HANDLING CUSTOMER FURNISHED
Z6-00-000A	1	FACTORY LIAISON PROJECT COORDINATOR
Z6-00-000B	1	ENGINEERING/PRE-CONSTRUCTION REVIEW
Z6-00-000C	1	IN-HOUSE PRE-DELIVERY DETAILING INSPECTION
Z9-00-0000	1	
Z9-99-01LP	1	TOTAL PRICE PER VAN: \$17,335.00



STROBES-R-US

STROBES-R-US
2681 HAMMONDVILLE RD
POMPANO BEACH, FL 33069

Official Estimate

Date	Estimate #
5/10/2017	01047

Bill To:
HOLLYWOOD POLICE CITY OF HOLLYWOOD PO BOX 229045 HOLLYWOOD, FL 33022

Ship To:
HOLLYWOOD POLICE CITY OF HOLLYWOOD PO BOX 229045 HOLLYWOOD, FL 33022

Reference	SWAT VANS T-350 HIGH ROOF			
Product	Description	Qty	Cust. Price	Total
	ESTIMATE FOR 2 X SWAT VANS T-350 HIGH ROOF			
	PRICING IS BASED ON PAGE 30 AND 31 OF THE CURRENT AND PIGGYBACKABLE BROWARD SHERIFF'S OFFICE BID 13104030.			
	THIS ESTIMATE IS FOR TWO SWAT VANS FORD T-350 HIGH ROOF THIS ESTIMATE WILL ACCOMPLISH (2) TWO VEHICLES			
SLPMMBR	SLIMLIGHTER SUPER-LED BLU/RED	4	225.68	902.72
VTX609J	VERTEX SUPER-LED SPLIT RED/BLU	8	71.12	568.96
IONJ	ION LIGHT RED/BLUE *SMOKED* GRILL	4	100.80	403.20
SRU-RUNNER-60-RB	60" STRIP LIGHT WITH BUILD IN FLASHER. ALUMINUM CHASSIS 6 10 INCH SECTIONS R/B/R/B/R/B	4	325.00	1,300.00
COMMANDER8-4R4B	8 POD COMMANDER WARNING AND DIRECTIONAL STICK WITH 4 RED AND 4 BLUE PODS	2	335.00	670.00
SRUS-L-3	"L" BRACKET FOR ARROW STICK 3"	4	8.95	35.80
HHS2200	HAND-HELD SIREN	2	338.80	677.60
ALPHASL	ALPHA SL REMOTE SIREN	2	141.68	283.36
SA315P	SA315P SPEAKER, BLACK PLASTIC	4	138.00	552.00
SAK1	SA-315 MOUNT KIT UNIVERSAL "L" BRACKET	4	0.00	0.00
INSTALL	CUSTOM INSTALLATION	36	48.00	1,728.00
			Sales Tax (6.00%)	\$0.00

Phone #	Fax #	E-mail	Web Site
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM



STROBES-R-US

STROBES-R-US
 2681 HAMMONDVILLE RD
 POMPANO BEACH, FL 33069

Official Estimate

Date	Estimate #
5/10/2017	01047

Bill To:

HOLLYWOOD POLICE
 CITY OF HOLLYWOOD
 PO BOX 229045
 HOLLYWOOD, FL 33022

Ship To:

HOLLYWOOD POLICE
 CITY OF HOLLYWOOD
 PO BOX 229045
 HOLLYWOOD, FL 33022

Reference	SWAT VANS T-350 HIGH ROOF			
Product	Description	Qty	Cust. Price	Total
	PREPARE WIRE HARNESSSES FOR INSTALL PREPARE LIGHT HEAD ASSEMBLIES FOR INSTALL PROGRAM SIREN AND LIGHT SYSTEM 1 X LED'S IN FRONT WINDSHIELD TOP (LEFT AND RIGHT) 2 X LED'S IN GRILL * LIGHT SMOKED* 2 X HIDEAWAY LED'S IN FRONT HEADLIGHT AREA (R/B SPLIT) 2 X HIDEAWAY LED'S IN REAR HEADLIGHT AREA (R/B SPLIT) 1 X 8-POD STICK ON TO OF ROOF WITH BRACKET (SMOKED IF POSSIBLE) 1 X HANDHELD SIREN SYSTEM 1 X ALPHA SYSTEM FOR DUAL SIREN APPLICATION 2 X SPEAKERS AND BRACKETS			
Please call in advance for an appointment		Subtotal		\$7,121.64
Approved By: _____		Sales Tax (6.00%)		\$0.00
PO #: _____		Total		\$7,121.64
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

CITY OF HOLLYWOOD, FLORIDA
INTEROFFICE MEMORANDUM
POLICE DEPARTMENT

<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved

Maralt 2539

DATE: May 11, 2017

FILE:

TO: Tomas Sanchez
Chief of Police

FROM: Lieutenant Jeff Devlin
SWAT Team Commander

J. Devlin 5/16/20

VIA: CHAIN OF COMMAND

SUBJECT: Purchase of two new SWAT Vehicles

2017 MAY 31 PM 12:52
CITY OF HOLLYWOOD
PROCUREMENT SERVICES
DIVISION

ISSUE:

Request to purchase two new transport vans for use by the SWAT Team.

EXPLANATION:

The Hollywood SWAT Team is utilized in various high risk situations, to include the following: hostage rescue, anti-sniper protection, barricaded persons, dignitary protection, active shooter, warrant service, building entry, and the protection of the Field Force in times of civil disturbance. The SWAT Team has also been utilized to execute high-risk search warrants for Federal, State, and local jurisdictions as well as provide support to the Regional Domestic Security Task Force.

In order to maintain the highest level of Officer safety while en route and stationed at these high-risk operations, SWAT personnel rely heavily on their transport vans. The current Transport Vans are thirteen years old and in constant need of repair. The rear air conditioning units do not work and the vans often require a jump start to function. The sliding side and rear doors do not secure while in transport and the hand bars have failed and been repaired numerous times. There are many other mechanical issues but the ones outlined pose the greatest safety risks to our SWAT Officers.

New Transport Vans will improve Officer safety, reliability and efficiency. The features and technology available in the new vans will not only get SWAT Officers to high risk operations swiftly and safely but also with the reliability inherent in new vehicles. In addition, the vans will provide a place for SWAT Officers to gather out of the elements while they wait to be deployed, a benefit they currently do not have. This will vastly improve mental and physical readiness improving Officer safety, efficiency and endurance.



SCANNED

remailed 5/24/17 es

Quote # 2 (Comparable Quote) ONLY



DUVAL
State Employee
Contract Pricing

State Employees, as well as County and City Employees and their immediate families, can now get their new Ford car, truck or SUV at **COST** using State Employee Contract Pricing.

CALL: (800) 646-0584 or go to www.duvalford.com

HOLLYWOOD

Prepared for:	Contract Holder	DATE:
HOLLYWOOD JEFF DEVLIN 954-967-4430 JDEVLIN@HOLLYWOODFL.ORG	Duval Ford Fleet Sales Laura Torbett (Work) 904-388-2144 (Fax) 904-387-6816 (Cell) 904-568-6027 Laura.Torbett@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210	5/15/17

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

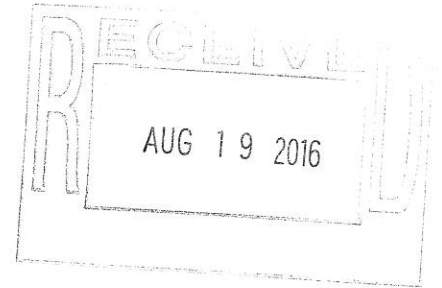
I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #FSA16-VEH14.0 chassis / FSA16-VEL24.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.

Labor	Code	Equipment	Price
0	SPEC 37	2017 FORD TRANSIT, UTILITY CARGO VAN E1Z	\$ 20,586.00
0	101A	BASE TRIM PACKAGE	\$ -
0	99G	3.5L ECO BOOST ENGINE	\$ 1,864.00
0	446	6- SPEED AUTO TRANSMISSION	\$ -
0	D17B	DELETE FIXED SIDE AND PASSENGER GLASS	\$ (50.00)
0	STD	POWER WINDOWS/ DOOR LOCKS	\$ -
0	X7L	LIMITED SLIP DIFFERENTIAL	\$ 324.00
0	63E	HD AUX. BATTERY	\$ 294.00
0	57G	REAR AIR CONDITION	\$ 859.00
0	HD	T-350 TRANSIT, 10,360 # GVWR- HIGH ROOF MODEL	\$ 10,000.00
0	DUAL SLIDE	DUAL SLIDING DOORS, MODEL # S4U	\$ 749.00
0			\$ -
0			\$ -
0	YZ	EXTERIOR: OXFORD WHITE	\$ -
0	VK	INTERIOR: PEWTER VINYL	\$ -
0			\$ -
0			\$ -
0			\$ -
0			\$ -
0	LABOR	Total labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$135
	VENDOR COMMENTS	PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			\$ 34,626.00
TOTAL QUANTITY		2	TOTAL PURCHASE \$ 69,252.00

Office of the General Counsel
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312
954.831.8920 (Telephone)
954.321.5040 (Fax - Legal)
954.797.0937 (Fax - Confiscations Unit)
sheriff.org



Sheriff Scott Israel



August 16, 2016

Ernst R. Temme, President
Emergency Vehicles, Inc.
705 13th Street
Lake Park, FL 33403-2303

Re: Agreement between Emergency Vehicles, Inc. and the Broward Sheriff's Office

Dear Mr. Temme:

Please find enclosed one (1) original fully executed Agreement between Emergency Vehicles, Inc. and the Broward Sheriff's Office regarding fire apparatus police services for your file.

Should you have any questions or concerns, please do not hesitate to contact me at: (954) 831-8920.

Sincerely,

DocuSigned by:

H. Lee Futch

78285F3283C9489

H. Lee Futch, Esq.
Assistant General Counsel, Sworn

LF/mc
Enclosure

AGREEMENT
BETWEEN
THE BROWARD SHERIFF'S OFFICE
AND
EMERGENCY VEHICLES, INC

THIS AGREEMENT ("Agreement") is made and entered into by and between the Broward Sheriff's Office (hereinafter referred to as ("SHERIFF") and EMERGENCY VEHICLES, INC., a Florida Corporation (hereinafter referred to as ("EVI"), this 5th day of AUGUST, 2016.

WITNESSETH:

WHEREAS, SHERIFF issued a Request for Letter of Interest (RLI) for Fire Apparatus, Accessories and Equipment under RLI # 16016IC;

WHEREAS, EVI desires to provide such services to the SHERIFF under the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

A. Agreement - means this document including any exhibits, schedules and attachments attached hereto and those documents that are set forth in this Agreement as being expressly incorporated herein by reference, RLI 16016IC and EVI's proposal in response to the RLI.

B. Specialty Vehicles – including, but not limited to, Command Post, TRT, Hazmat, Heavy Rescue and Quick Response vehicles.

ARTICLE II
SCOPE OF SERVICES

SHERIFF is desirous of purchasing fire rescue vehicles, the type and quantity to be determined by SHERIFF. EVI submitted a Response to SHERIFF's RLI and included pricing options for multiple apparatus, accessories and equipment. Upon request of SHERIFF, EVI will manufacture, assemble and/or provide Specialty Vehicles, accessories and/or equipment to SHERIFF pursuant to the RLI and EVI's proposal thereto, which are both incorporated herein by reference. SHERIFF and EVI will execute applicable purchase

orders and/or contracts to facilitate the purchase of the apparatus, accessories or equipment. Timelines for delivery will be agreed upon by the Parties.

ARTICLE III
MANNER OF PERFORMANCE

EVI shall perform all services to the utmost professional standards.

EVI agrees to perform, at all times faithfully, industriously, and to the best of its ability, experience, and talent, all of the duties that may be required of and from it pursuant to the express and implicit terms of this Agreement.

The quality of EVI's Deliverables provided to or on behalf of SHERIFF shall be comparable to the best local and national standards.

ARTICLE IV
CONFLICT OF INTEREST

EVI assures the SHERIFF that to the best of its knowledge, the signing of this Agreement does not create any conflict of interest between itself, its associates, any principal of its firm or any member or employee of the SHERIFF.

ARTICLE V
RISK OF LOSS

EVI shall bear the risk of loss from any casualty to any products and goods, regardless of the cause, during the transportation and delivery of the goods to SHERIFF at 2308B SW 42 Street, Dania Beach, FL.

ARTICLE VI
TERM

This Agreement shall commence when executed by both Parties and remain in effect for five (5) years unless otherwise renewed or terminated as provided herein. The Agreement may be renewed for five one year renewal periods upon the same terms and conditions.

ARTICLE VII
CONSIDERATION

A. EVI shall provide the apparatus, accessories and/or equipment ordered by SHERIFF at the cost indicated on EVI's Response to the RLI. Prices shall not be increased from the proposal to the RLI for a minimum of fourteen months from contract execution. Any future price increase is subject to negotiation between the Parties.

B. All costs associated with providing SHERIFF the services shall be borne by EVI.

ARTICLE VIII
EXPENSES

EVI shall be fully and solely responsible for any and all expenses incurred by EVI in the performance of this Agreement, including, but not limited to, costs of supplies, fees, licenses, bonds, taxes and all other costs of doing business. EVI shall not, in any manner, incur indebtedness on behalf of SHERIFF.

ARTICLE IX
WARRANTIES

EVI warrants that the products and goods provided pursuant to this Agreement shall be free from defects in material, manufacturing and workmanship.

Warranties for apparatus, equipment and accessories are described in more detail in the Response to the RLI, incorporated herein.

If authorized by the third party manufacturers, EVI hereby assigns to SHERIFF all third party manufacturer's warranties with respect to the apparatus, accessories and equipment. EVI represents and warrants to SHERIFF that the warranties are assignable to SHERIFF and such assignment shall not void such warranties.

All products and goods provided by EVI to SHERIFF shall be new and unused, except normal manufacturer's testing for product control and verification of quality. Any disclaimer of warranties are null and void and shall not have any force or effect.

ARTICLE X
LIQUIDATED DAMAGES

Once an apparatus has been ordered, EVI recognizes and acknowledges that this Agreement is time sensitive and that the apparatus must be delivered to the Sheriff in accordance with the project timeline, which will be agreed upon at the time of the purchase.

In the event EVI fails to meet the agreed upon milestones, EVI shall pay to Sheriff the sum of five hundred dollars (\$500.00) for each day after the expected delivery date, including Saturdays, Sundays, and holidays, until such time as delivery is made. It is agreed that the sum of five hundred dollars (\$500.00) per day is the proper measure of liquidated damages that the Sheriff will sustain per diem by the failure of EVI to meet the delivery date. This sum is not to be construed as a penalty. The time period for delivery will be tolled if performance is delayed as a result of an excusable delay. The time will be tolled as of the date the Sheriff receives written notice of such excusable delay. An "excusable delay" is any failure to perform or delay in performance that is due to causes beyond EVI's control

including, but not limited to, acts of God, fire, explosion, acts of the public enemy, war, insurrection, sabotage, labor disputes (regardless of the reasonableness of demands of labor), shortages of labor, fuel, power or materials, failure or delays in transportation, equipment or machinery breakdown, failure or delay of Contractor's sources of supplies.

ARTICLE XI **CRIMINAL HISTORY**

EVI represents that its principal owners, partners, corporate officers, and employees working on SHERIFF's premises do not have any past felony criminal convictions or any pending criminal charges. EVI has disclosed all such convictions or pending criminal charges to the SHERIFF and further agrees to disclose any future convictions or pending criminal charges.

EVI's employees, agents, servants or representatives directly performing services for EVI on SHERIFF's premises pursuant to this Agreement may be subject to a background screening conducted by the SHERIFF prior to performing such services. Such screening shall be at the expense of SHERIFF.

ARTICLE XII **EMPLOYMENT RESPONSIBILITY**

Any of EVI's employees, and any other person(s) performing services pursuant to this Agreement (hereinafter referred to collectively as "Staff") shall be deemed as employed by EVI, not the SHERIFF.

Accordingly, the SHERIFF shall not be responsible for or assume any liability for any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workers compensation funds, vacation, compensatory time, sick leave benefits or any other amenities of employment to any of EVI's Staff.

EVI shall have and maintain sole responsibility and control over the rendition of services, training, standards of performance, discipline of personnel, and other matters incident to the performance of its services, duties, and responsibilities described and contemplated herein.

SHERIFF shall not be liable for and EVI agrees to indemnify SHERIFF against any liability resulting from injury or illness, of any kind whatsoever, to EVI's Staff during the performance of the services, duties, and responsibilities contemplated herein.

EVI has the right to provide services to others or hold itself out to the public as available to engage in agreements with others.

EVI and its Staff shall at all times be an independent contractor under this agreement, rather than an employee, agent, or representative of SHERIFF, and no act, action, or

omission to act by EVI or its Staff shall in any way obligate or bind SHERIFF.

ARTICLE XIII
PAYMENT OF TAXES

EVI shall bear all responsibility for the payment of any federal, state or local taxes and fees, if applicable, related to the business of EVI. It is understood by both parties that SHERIFF will not, in any manner, be responsible for the aforementioned taxes or fees.

ARTICLE XIV
CIVIL RIGHTS REQUIREMENTS

EVI shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, national origin, physical or mental disability, marital status or medical status. EVI shall comply with all applicable sections of the Americans with Disabilities Act. EVI agrees that compliance with this provision constitutes a material condition to this Agreement, and that it is binding upon EVI, its successors, transferees, and assignees for the period during which services are provided. EVI further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this provision.

ARTICLE XV
INDEMNIFICATION

EVI shall indemnify, hold harmless and defend the SHERIFF, his officers, employees, agents, servants, attorneys, and legal representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys fees, resulting, either directly or indirectly, from the acts, actions, omissions negligence or willful misconduct of EVI or its Staff. The SHERIFF reserves the right to select defense counsel.

The above indemnification provisions shall survive the expiration or termination of the Agreement.

ARTICLE XVI
INSURANCE

Throughout the term of this agreement and for all applicable statutes of limitation periods, EVI shall maintain in full force and effect the insurance coverage set forth in this article.

All Insurance Policies shall be issued by companies that (A) are authorized to transact business in the State of Florida, (B) have agents upon whom service of process may be

made in Broward County, Florida, and (C) have a best's rating of A-VI or better.

All Insurance Policies shall name and endorse the following as additional insureds: The Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County, and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies. Additional insured is defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of EVI, its employees, agents, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence.

All Insurance Policies shall be endorsed to provide that (a) EVI's Insurance is primary to any other Insurance available to the additional insureds with respect to claims covered under the policy and (b) EVI's insurance applies separately to each insured against who claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance shall not be acceptable.

If the EVI fails to submit the required insurance certificate in the manner prescribed with the executed agreement submitted to SHERIFF and if not submitted with the executed agreement in no event exceed three (3) calendar days after request to submit certificate of insurance, the EVI shall be in default, and the contract shall be rescinded. Under such circumstances, EVI may be prohibited from submitting future solicitations to SHERIFF.

EVI shall carry the following minimum types of Insurance when services, installation/labor and any instance where your firm will be on SHERIFF premises:

- a. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. EVI shall carry Worker's Compensation Insurance with the statutory limits, which shall include employers' liability insurance with a limit of not less than \$500,000 for each accident, \$500,000 for each disease and \$500,000 for aggregate disease. Policy(ies) must be endorsed with waiver of subrogation against SHERIFF and Broward County and is limited to the extent any claim is caused by EVI.
- b. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** EVI shall carry business automobile liability insurance with minimum limits of One Million (\$1,000,000) dollars per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services office, and must include owned vehicles and hired and non-owned vehicles.

- c. **COMMERCIAL GENERAL LIABILITY:** EVI shall carry Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations, Professional Liability and Personal Injury with limits of not less than two million (\$2,000,000) dollars per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.
- d. **Umbrella or Excess Liability Insurance:** EVI may satisfy the minimum liability limits required above by providing proof of an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. EVI agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds. Additional insured is defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of EVI, its employees, agents, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence.

EVI shall provide Sheriff's Director of Risk Management and Sheriff's Contract Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required by this article within three (3) calendar days of EVI's receipt of Notice of Intent to Award the contract and, at any time thereafter, upon request by the Sheriff. It is the EVI'S responsibility to ensure that the Director of Risk Management and the Contract Manager both have a current Insurance Certificate and endorsements at all times.

EVI's Insurance Policies shall be endorsed to provide Sheriff with at least sixty (60) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverage or limits. Notice shall be sent to:

Broward Sheriff's Office
Attn: Contracts Manager AND
2601 W. Broward Blvd.
Ft. Lauderdale, Florida 33312

Broward Sheriff's Office
Attn: Director, Risk Management
2601 W. Broward Blvd.
Ft. Lauderdale, Florida 33312

If EVI's Insurance policy is a claims made policy, then EVI shall maintain such Insurance Coverage for a period of five years after the expiration or termination of the agreement or any extensions or renewals of the agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

In any of EVI's Insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this article.

The provisions of this article shall survive the expiration or termination of this agreement.

ARTICLE XVII **PUBLIC ENTITY CRIMES ACT**

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 General Services following a conviction for a public entity crime may not submit a bid on a contract with the SHERIFF, may not be awarded or perform work as a EVI, supplier, or subcontractor, under a contract with the SHERIFF, and may not conduct business with the SHERIFF for a period of thirty six (36) months from the date of being placed on the convicted vendor list. EVI's execution of this Agreement acknowledges EVI's representation that it has not been placed on the convicted vendor list. Violation of this Article by EVI shall result in termination of this Agreement and may cause EVI debarment.

ARTICLE XVIII **SOVEREIGN IMMUNITY**

Nothing in these terms or conditions is intended nor shall it be construed or interpreted to waive or modify BSO's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.

ARTICLE XIX
ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by EVI, under any circumstances, without the prior written consent of SHERIFF.

ARTICLE XX
DRUG-FREE WORKPLACE

EVI shall provide a drug-free workplace program in accordance with the Drug Free Workplace Certification attached hereto and incorporated herein.

ARTICLE XXI
NOTICE

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

Fire Chief Joseph Fernandez
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Office of the General Counsel
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Emergency Vehicles, Inc.
705 13th Street
Lake Park, FL 33403

ARTICLE XXII
FLORIDA'S PUBLIC RECORDS ACT

EVI acknowledges that it is familiar with the provisions of Chapter 119 of the Florida Statutes, known as Florida's Public Records Act. EVI acknowledges that this Agreement and all of the records generated as a result of this Agreement constitute public records.

EVI agrees to keep and maintain public records that ordinarily and necessarily would be required if SHERIFF were performing the services provided by EVI pursuant to this Agreement.

EVI agrees to provide the public with access to public records on the same terms and conditions that SHERIFF would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

EVI agrees to ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

EVI agrees to meet all requirements for retaining public records, and to transfer at no cost to SHERIFF all public records in possession of EVI upon termination of this Agreement and to destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. EVI agrees that all public records stored electronically must be provided to SHERIFF in a format that is compatible with the information technology systems of SHERIFF.

ARTICLE XXIII
AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA

It is the parties expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated.

ARTICLE XIV
FORCE MAJEURE

Neither party shall be liable to the other for any failure or delay in performance hereunder due to circumstances beyond its reasonable control including, without limitation, Acts of God and governmental and judicial action not the fault of the party causing such failure or delay in performance.

ARTICLE XXV
TERMINATION

The Agreement may be terminated upon the following events:

Termination by Mutual Agreement In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

Termination Without Cause. SHERIFF shall have the right to terminate this Agreement without cause by providing EVI with thirty (30) calendar day's written notice via certified mail, return receipt requested or via hand delivery with proof of delivery.

Termination for Cause. In the event of a material breach, either party may provide the other party with written notice of the material breach. The notice should provide the other with such sufficient detail so it can readily understand the claim for material breach. The other party shall have thirty (30) calendar days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Agreement immediately. Material breaches shall include but are not limited to, violations of Governing Standards, local, state or federal laws, the SHERIFF'S policies and procedures concerning which EVI was given prior written notice clearly labeled as important or the terms and conditions of this Agreement.

Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, Board of County Commissioners, SHERIFF may provide EVI with thirty (30) calendar days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.

Immediate Termination by SHERIFF.

SHERIFF, in the SHERIFF's sole discretion, may terminate this agreement immediately upon the occurrence of any of the following events:

- a) EVI's violation of the Public Records Act;
- b) The insolvency, bankruptcy or receivership of EVI;
- c) EVI's violation or non-compliance with Nondiscrimination Article of this Agreement; or
- d) EVI fails to maintain insurance in accordance with the Insurance Article of this Agreement.

ARTICLE XXVI
MOST FAVORED CUSTOMER PRICING

During the term of the Agreement, prices for the goods and services required under the Agreement and offered to SHERIFF must be the equal to or lower than those offered the most favorable customer of EVI for similar quantities under comparable terms and conditions. When requested by the SHERIFF's contracting officer or representative, EVI must show that the prices offered to SHERIFF match or are less than those offered EVI's most favored customers for those quantities under those terms and conditions, and such pricing data must be available for review by SHERIFF throughout the term of the Agreement. Any price reductions offered to other EVI customers must be offered to SHERIFF if similar item quantities are involved

ARTICLE XXVII
COST/PRICE REDUCTION

During the term of the Agreement, SHERIFF reserves the right to negotiate price reductions for any good or service being purchased. During the term of the Agreement, SHERIFF expects EVI to continually seek to improve production and performance processes and method, and to report on these efforts to SHERIFF. Additionally, price reductions may be sought by SHERIFF as a result of changes in market conditions, industry trends and indexes, or in cost/price indexes, and their impact on the supplier's cost elements or overall cost.

ARTICLE XXVIII
SUBCONTRACTORS

EVI may not subcontract the performance of its obligations set forth herein without the prior written approval of SHERIFF.

EVI shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors to the same extent that EVI is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement shall create any contractual relationship between any subcontractor and SHERIFF or any obligation on the part of SHERIFF to pay or to see the payment of any monies due any subcontractor.

EVI will obligate its subcontractors to the same terms and conditions as set forth herein.

ARTICLE XXIX
AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

EVI warrants that it is an entity authorized to do business in the State of Florida and that EVI will maintain that status with the State of Florida throughout the term of this Agreement.

ARTICLE XXX
NO THIRD PARTY BENEFICIARIES

This Agreement is for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in these terms and conditions shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

ARTICLE XXXI
MISCELLANEOUS

EVI shall comply with all applicable statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided herein.

In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.

The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction be construed more severely against one of the parties than the other.

Venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida.

In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.

If any term or provision of this Agreement is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the agreement shall remain in full force and effect.

The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.


[INTENTIONALLY LEFT BLANK]

AGREEMENT BY AND BETWEEN THE BROWARD SHERIFF'S OFFICE AND EMERGENCY VEHICLES, INC.

WHEREAS, the parties hereto have set their hands and seals this 5th day of August 2016.

FOR EVI:

EMERGENCY VEHICLES, INC.

By: 

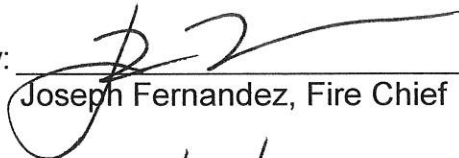
Date: Aug 5, 2016

Federal Employer Identification Number:

65-0045102

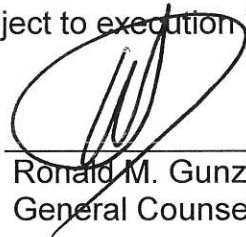
FOR SHERIFF:

BROWARD SHERIFF'S OFFICE

By: 
Joseph Fernandez, Fire Chief

Date: 08/12/16

Approved as to form and legal sufficiency subject to execution by the parties:

By: 
Ronald M. Gunzburger
General Counsel LF