

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

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

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

In the event that a component that does not meet the specifications is found installed on a vehicle before or after the vehicle has been accepted by the Purchaser, the vendor shall be required to replace the vehicle with a vehicle that meets the required specifications, including factory installed components. In the alternative, the purchaser shall decide whether they will accept 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 nonscheduled option. The purchaser has the opportunity to request the vendor's discount pricing for any nonscheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

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

3.16 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 (IVD) 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 malfunction 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 prorate arrangements, or the remounter generally extends to their commercial customers 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 Equipments 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