FSA Cooperative Purchasing Program

FLORIDA
SHERIFFS ASSOCIATION
COOPERATIVE
PURCHASING PROGRAM

Contract #FSA18-VEF13.0
Fire Rescue Vehicles and Other Equipment

Contract Terms and Conditions

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Fire Rescue Contract Terms and Conditions Rev 2-28-18

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1.0 General Conditions

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association (FSA) using the 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: cpp@flsheriffs.org
Phone: 850-877-2165 ext. 241
Fax: 850-878-8665

Annette Grissom, FSA Cooperative Purchasing Program Manager
E-mail: agrissom@flsheriffs.org
Phone: 850-877-2165 ext. 231
Fax: 850-878-8665

All hard copy communication or document submittals for this Invitation to bid should be directed to:

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

The Florida Sheriffs Association serves as the Contract Administrator in the solicitation process and the administration of the contract. The Florida Sheriffs Association invites interested bidders, including motor vehicle manufacturers and dealers/certified representatives to submit responses in accordance with these solicitation documents.

1.02 PURPOSE

The purpose of this bid is to establish a twenty-three (23) 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 twenty three months from date of contract execution by the FSA Cooperative Purchasing Program Administrator – specifically beginning May 4, 2018 and ending March 31, 2020.

In the event that the contract is held beyond the stated term where no renewal has been initiated, it shall be on a month-to-month basis. The month-to-month extension shall maintain the same terms and conditions of the contract, as well as award pricing.

On an annual basis and prior to completion of each contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index (PPI) or as a result of any changes to national or state standards that require substantial cost adjustments. FSA may also consider a vendor-requested midterm pricing adjustment due to documentedsubstantial increases by the manufacturer.

Prices may be increased or decreased by the percentage change reflected in the nationally published Producer Price Index. For a midterm adjustment, the PPI used shall refer to the index 60 days prior to the contract anniversary date. FSA may consider this pricing adjustment or the vendor can request a pricing adjustment under this provision.

1.04 ESTIMATED QUANTITIES

In FY 2016-18, eligible users purchased approximately 420 vehicles from this contract. These estimated figures are given as a guideline for vendors preparing bids. Quantities provided do not guarantee or imply future contract sales.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Office of the Sheriff in the State of Florida is a constitutional office. Each sheriff has the authority to execute contracts for goods and services for the proper conduct of this office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute requiring sealed and competitive bids.

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

1.06 CURRENCY

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

1.07 GENERAL DEFINITIONS

a) Bid
A competitive solicitation and award process established through the issuance of an invitation to bid. The term shall not include request for proposals, request for qualifications, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

b) 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.

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) Dealer Option
A product or service provided by the dealer or other third party; not the factory.

e) 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.

f) Factory
Refers to the manufacturer; the assembly line.

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 Administrator and is not responsible for final awards.

h) FSA Cooperative Purchasing Program Administrator (the Administrator)
The Florida Sheriffs Association in its role in administering the solicitation process and contract administration for the Florida Sheriffs Association, the Florida Association of Counties and the Florida Fire Chiefs Association.

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 Computer Printouts; Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent
2. Chrome Systems, Inc.'s PC Carbook (PC Carbook Plus and PC Carbook Fleet Edition)
3. Manufacturer's Annual U.S. Price Book
4. Manufacturer's official website

k) 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.

l) Published List Price
A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

m) Purchase Order
A documented agreement formalizing the terms and conditions of this contract under which a vendor furnishes vehicles or equipment to a purchaser.

n) Purchaser
A purchaser is an entity that seeks to obtain vehicles off this contract by meeting the eligible user criteria or with vendor approval.

o) Remount
To remove the ambulance box from an existing vehicle and mount it to a new vehicle cab and chassis.

p) 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 submission 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.

1.08 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bids, or contract prices, will be extended 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, 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.

1.09 LEGAL REQUIREMENTS

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

1.10 PATENTS & ROYALTIES

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

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

1.11 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), Commission on Accreditation of Ambulance Services (CAAS GVS), Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA) Standards, Society of Autmomotive Engineers (SAE), Fire Apparatus Vehicle Standards, and Federal Ambulance Standards (KKK-A-1822F), which includes all subsequent change notices (CN#10). All fire apparatus manufacturers must meet the National Fire Protection Association (NFPA) 1901 and 1906 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.

1.12 UNDERWRITERS' LABORATORIES

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

1.13 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) 877-2165 five days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.14 REASONABLE ACCOMMODATION

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

1.15 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.

1.16 ANTI-DISCRIMINATION

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

1.17 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.

1.18 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.

1.19 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 certain Federal Excise and State Sales Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.20 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.

1.21 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. Addenda to Bid Specification, if issued
3. Contract Conditions
4. Bidder Instructions
5. General Conditions

1.22 COMMUNICATIONS

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

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

Communications with the Fleet Advisory Committee are for research and exploratory only, and should not be interpreted by bidders as the final decision of the Administrator.

1.23 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS

Any questions or clarifications concerning the Invitation to Bid shall be submitted by e-mail to CPP@flsheriffs.org. 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 (Appendix G). Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar.

Questions and answers should be reviewed before bidders submit their final response.

Questions received after the cone of silence date listed on the bid calendar will not be addressed. The Administrator reserves the right address technical questions.

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

The FSA shall issue a formal addenda to the specifications if substantial changes are required and wil impact the submission of bids . If a formal addenda to the specifications is issued, it will be posted on the FSA Cooperative Purchasing Program webite after the date of the posting of the Finalized Specifications and Terms and Conditions has been posted. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document.

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

In the event of conflict with the original Contract Terms and Conditions, addenda shall govern to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

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, the FSA may waive this requirement in its best interest.

All addenda to the contract will be posted on the Florida Sheriffs Association Cooperative Purchasing Program website at http://www.flsheriffs.org.

Prospective bidders should check the website periodically for any addendum to the solicitation documents.

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 consitions. 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.

1.24 SIGNED BID CONSIDERED AN OFFER

The signed specification bid document shall be considered an offer on the part of the bidder, which shall be deemed accepted upon approval of award by the FSA. Each specification 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. If signed specifications are not submitted, FSA may reject the bid as nonresponsive.

1.25 ASSIGNMENT OF CONTRACT

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

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

1.26 TERMINATION OF PRODUCT LINE

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

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

1.27 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.

1.28 DEMONSTRATION OF COMPETENCY

Information submitted in the bid must be the work of the individual or company that submits the bid for evaluation.

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

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.

Equipment and organization 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 require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier that is the actual source of supply. In these instances, the FSA may 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 that are regularly engaged in the business of providing the goods or services as described in this Bid.

1.29 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.

The vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the vendor’s ability to satisfy the obligations of the Contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statues, 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.

1.30 FINANCIAL RESPONSIBILITY

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

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid, and has the adequate facilities and personnel to fulfill such requirements;
- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award;
- Has assessed the *financial responsibility required to serve the contract as bid*, including such details as the obligations to perform all specifications bid and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 days from receipt of invoice; and
- Assumes full responsibility that all vehicles delivered to the purchaser are free and clear of all outside liens, encumbrances, security interests apart from the dealer floor plan or other dealer inventory finance security interest.

1.31 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 decertification of the original product or warranty. In all cases where options are not certified, the vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.32 NONCONFORMANCE TO CONTRACT CONDITIONS

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

Any violation of these stipulations may also result in:

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

1.33 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.

1.34 TIE BIDS

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

- Bidder within the State of Florida
- Dealers performance record with purchasers
- Coin toss

1.35 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 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 recaps, 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 offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA's right to audit extends to 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.

Professional fees, personnel costs and travel costs incurred by FSA under its authority of 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 fines as outlined in Section 3.26 Fines, based on audit results.

1.36 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.

1.37 BID BONDS, CERTIFICATES OF INSURANCE AND PERFORMANCE BONDS

Bid bonds shall be submitted with the bid submission in the amount specified on the individual specification bid document or a single bond for the cumulative amount of bids submitted. Bidders are also required to submit a performance bond letter from a bonding company at time of bid submission.

After acceptance of bid, the FSA will request a Certificate of insurance from the successful bidder.

Purchaser may request a performance bond from an 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.

1.38 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.

1.39 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between bidders that attempts to disrupt the contract 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 Collision:

- Cover bidding: a competitor agrees to submit a non-competitive bid that is too high to be accepted or contains terms that are unacceptable to the purchaser.
- Bid suppression 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 slice of the pie.

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.

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

1.40 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 surety required that is equal to damages incurred by the FSA. Failure to execute a contract when surety is not required may be grounds for removing the bidder from the awarded Vendor's list.

In case of default on the part of awarded bidder, after such acceptance, the FSA may procure the items or services from other sources.

1.41 PROTESTS AND ARBITRATION

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

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

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

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

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

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

1.42 NONPERFORMANCE

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the Administrator 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 the provisions of this contract can be assessed fines, suspended or terminated from the contract. The Administrator has the discretion to remove a noncompliant vendor from future solicitations.

At the Administrator'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 possibly future competitive bid solicitations.

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 and up to a permanent ban from the bid process.

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, misrepresentations of optional equipment or service as being factory, and any other practice deemed to be outside of 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 3.25, and any attorneys fees incurred in the recovery of these damages.

1.43 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.

1.44 TERMINATION FOR DEFAULT

If through any cause within the reasonable control of the successful bidder, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be

performed. Written notice shall be given to the vendor of such termination, which shall become effective upon receipt of the written termination notice.

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.

1.45 TERMINATION FOR WITHOUT CAUSE OF FSA

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of termination for convenience. This termination 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 Agreement or cancellation charges.

1.46 CONTRACT ADVERTISMENT 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 cpp@flsheriffs.org, 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. The request must include a detailed explanation for intended use of the FSA logo.

2.0 BIDDER INSTRUCTIONS

2.01 FIRST YEAR BIDDER QUALIFICATIONS

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

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

a. Information necessary to verify that the bidder maintains a permanent place of business;
b. A statement from the manufacturer that the bidder is an authorized distributor for the proposed manufacturer;
c. Information that the Bidder has not had just or proper claims pending against them or their company;
d. A listing of contracts for the previous three years for similar services provided to public agencies or private sector clients;
e. The names, addresses, and telephone numbers of five (5) government agencies for which the Bidder is currently providing or has provided similar products; and
f. A Request for Consideration letter on company letterhead, which should include:
    1. The length of time the company has been in business;
    2. The Dun and Bradstreet and/or Experian Business number;
    3. If the company currently sells on a state or federal contract, if so identify which contract;
    4. Whether the company has ever been disqualified from any contract, and if so identify which contract;
    5. The years of experience the company has in government sales;
    6. Proof of a business line of credit from the guarantor; and
    7. Any additional information about the product line the bidder feels is relevant for FSA to consider during the bid evaluation.

2.02 MOTOR VEHICLE LICENSE AND REPAIR FACILITIES

Bidders are required to possess a Florida Motor Vehicle Dealers License, or comparable license if the bidder is not located in Florida, in order to bid. Bidders with the intent of conducting sales outside Florida using this contract must be in possession of an equivalent license issued within the state in which their facility resides and allows for the manufacturing and sale of vehicles to end users.

Bidders must be able to provide repair or warranty services to the units sold from this contract. Bidders must maintain a repair or warranty facility within the State of Florida that will provide services to the vehicles and equipment sold off this contract.

The Administrator may examine any repair facility with written notice, and may periodically request additional or updated information regarding the facility during the solicitation process and, if awareded throughout the term of the contract.

2.03 INSURANCE AND INDEMNIFICATION

Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder

shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Florida Sheriffs Association and participating agencies.

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

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

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

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

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

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

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

Original signed Certificates of Insurance that evidence the required coverages and endorsements shall be filed with and approved by the Administrator prior to execution of a contract. The certificate must state Bid Number and title of the contract.

Upon expiration of the required insurance, the Vendor must submit updated certificates of insurance for as long a period as any work is still in progress.

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

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

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

> The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of $1,000,000 for each occurrence and for all damages to the property of others in and up to the amount of $1,000,000 for each occurrence per the

insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of 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 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 their insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

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

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

Insurance coverage required in the Specification Bid Document shall be in force throughout the contract term. Any insurance requirements listed in the specification bid document supercedes the amounts listed in the required insurance checklist. The Required Insurance Checklist is an acknowledgment of future insurance obligations, if awarded.

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 3.13.

The Administrator 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 of the specifications; the Administrator may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All units covered by this contract and the base specifications shall be the manufacturer's current basic production model, and at a minimum shall be equipped with ***all*** standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid document. If awarded, bidders must supply a unit that meets or exceeds the requirements included in the applicable base specifications.

Bidders are required to provide information on price sheets, to include as manufacturer and model number of various components. Failure to provide this may have their bid rejected.

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

2.05 FIXED PRICES

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

2.06 SEALED BIDS

A sealed bid is a completed bid submission that is sent to the FSA in a sealed package clearly marked with the Bid Title and Number. One original binder of the entire bid submission, including all required documents, and an electronic copy on a labeled USB flash drive, must be turned in for the bid to be considered for award.

Sealed bids should be sent to the attention of FSA Cooperative Purchasing Program Coordinator, Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, FL 32308.

Faxed or e-mailed bids will not be accepted.

2.07 EXCEPTIONS TO TERMS AND CONDITIONS

Any exceptions, deviations, or contingencies a bidder may have to the terms and conditions must be documented in bidder's submission. At FSA's discretion, exceptions, deviations, or contingencies stipulated may result in disqualification 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

Bidders must first request approval from the Administrator before submitting a bid that includes an equivalent that will supplement an item on the base specification. The Administrator 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 Administrator.

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

2.10 QUALIFICATION

Prospective bidders are required to prequalify by completing all qualification forms prior to the mandatory pre-bid meeting. Details for the mandatory pre-bid meeting are published on the bid calendar.

These forms include:

- Drug-Free Workplace Form,
- Insurance Checklist, and
- Manufacturer Certification Form for each manufacturer bid by bidder.

Insurance coverage required in the Specification Bid Document shall be in force throughout the contract term. Any insurance requirements listed in the specification bid document supercedes the amounts listed in the required insurance checklist. The Required Insurance Checklist is an acknowledgment of future insurance obligations, if awarded.

These forms are available through the online registration process, online at www.flsheriffs.org and are located in the appendices.

A bidder becomes a qualified bidder if they submit the above forms as required and applicable.

2.11 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 without exception and further waive their right to protest the bid process in its entirety or any portion thereof.

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 must be priced and bid separately.

Prices should reflect the final cost the bidder can expect to receive for payment for the specifications bid. These prices must be inclusive of all of the components included in the base specification. Discount percentage will be clearly indicated on the specification bid document 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, unless otherwise stated in the Bidder Instructions. (Appendix I)

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 a discount on manufacturer options.

Bidder cannot include options that result in the selling of a unit that is offered as a separate specification. The use of options to facilitate the sale of an alternate manufacturer's product that is outside the scope of the base specification will be deemed in violation of the contract. The bid or award will be rejected in whole or part by the Administrator.

2.14 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence as indicated in the Bid Calendar (Appendix G). During this period all communications regarding this solicitation between FSA and bidders will cease.

Exceptions will be granted to this section for any technical assistance to bidders prior to the bid submission or when initiated by the Fleet Advisory Committee during the evaluation period.

2.15 SUBMITTAL OF BID

Each bidder is responsible for ensuring that their bid is submitted before the deadline as stated in the Bid Calendar: Deadline to Submit Sealed Bid Response to FSA. Late bids will not be considered after the closing date and time specified in the Bid Calendar. Failure to meet all submission requirements by the dates indicated in the Bid Calendar will result in rejection of the bid.

Qualification forms are submitted prior to the pre-bid meeting and are not required to be included in the bid package.

Bidders must submit an original hard copy of the bid package, as well as a copy in electronic format on a USB flash drive. Bidder instructions (Appendix I) will be provided and bidders are expected to follow the directions on how to organize and label the bid package.

The bid package must include:

- Bid book with cover sheet (Appendix H)
    - First-year bidder information as required Section 2.01
    - General Requirements
        - Contract Signature document
        - Licenses and Certifications
            - EVT Certification
            - Florida Motor Vehicle Dealers License
            - Any other safety certification or license applicable to specifications bid
        - Manufacturer warranty information
        - Bid bond, if submitting a single bond that covers all specifications submitted
        - Performance bond letter from bonding company
    - Completed specification bid documents for each specification bid with supporting documents to include:
        - Bid bond, as applicable
        - Specification build sheet
        - Warranty information

- USB flash drive

One bid package must be delivered to FSA. The bidding company name must be clearly marked on the outside of the bid package.

Mail bid packages using a trackable delivery service to the attention of:

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

The hard copy bid should be built and submitted in a 3-ring view binder. Additional binders may be necessary to accommodate the bid and should be numbered 1 of 3, 2 of 3, and 3 of 3, as applicable. Report folders will not be accepted.

The cover sheet must be filled out and placed in the front cover of each view binder. The cover sheet must be completed with bidder name, contact person, telephone number and mobile phone number. The bidder shall check the box indicating that a copy of the bid package has been submitted on a labeled USB drive.

Each completed specification bid document shall be separated by dividers that indicate the specification number for each item bid. Specification build sheets are to be included within the divider for each specification bid. Each specification bid document must include the base prices and discounts off of MSRP for each make/model or item bid.

2.16 EXECUTION OF BID

A vendor who submits a bid for this Invitation to Bid agrees to the terms and conditions of this contract. The bidder must submit the Contract Signature document with the signature of an authorized representative no later than the date of the final award. An electronic signature may be used and shall have the same force and effect as a written signature.

Upon award, the Administrator will notify the successful bidder to submit Certificate of insurance in the amount specified in specification bid document, which must state Bid Number and title of the contract.

2.17 MODIFICATION OR WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid 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.

2.18 LATE BIDS

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

2.19 PUBLIC BID OPENING

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

2.20 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will occur during the bid opening and evaluation period. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the bid and corresponding specifications.

A determination of responsiveness includes, but is not limited to:

- Whether the bid was timely submitted and delivered to the correct location;
- The bid guarantee, if applicable, was provided;
- Whether the specification bid document was properly completed;
- Pricing on all required items was included;
- Makes, model and model codes for all items offered were submitted; and
- The discount offered from the bidder was clearly indicated.

Examples of items for which a bid can be determined nonresponsive:

- Unapproved use of equivalents;
- Responses that do not meet all requirements; or
- Submissions that fail to provide all required information or supporting documents.

2.21 MINOR IRREGULARITIES

The Administrator 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 Administrator determines that it is best interest of the FSA or the purchasers.

2.22 RESPONSIBLE BIDDER CRITERIA

Criteria used to determine whether a bidder is responsible include:

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

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible.

If the Administrator determines additional information is necessary to award the bid, FSA can request staffing, performance and financial information from any bidder during the evaluation process. Information requested can be similar, but not limited to the information required for first year bidders.

2.23 BASIS FOR AWARD

The Administrator determines which bid responses meet the specifications and contract requirements, and therefore which bidders are responsive and responsible.

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

Awards will be made to bidders who are responsive and responsible by specification and by manufacturer.

The Administrator can accept or reject bids, or portions thereof, if it is determined that the acceptance or rejection is in the best interest of the FSA and the purchasers.

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS FOR ALL VEHICLES AND EQUIPMENT

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

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

If a change occurs during the contract period, the vendor must notify the Administrator immediately. The Vendor Change Document must be completed, signed by an authorized representative and submitted via e-mail to CPP@flsheriffs.org.

A sample Vendor Change Document is located in Appendix C and online at: https://www.flsheriffs.org/uploads/FSA%20Bid%20Award%20Vendor%20Info%20Change%20Document%20REv%205-16A%281%29.pdf.

3.04 OPTION TO RENEW WITH PRICE ADJUSTMENT

This contract may be renewed by mutual agreement, initiated at discretion of the FSA, for up to two (2) additional years on a year by year basis.

Prior to completion of each contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index or as a result of any changes to national or state standards that require substantial cost adjustments.

Prices may be increased or decreased by the percentage change reflected in the nationally published Producer Price Index. The Administrator shall determine the PPI based on the initiated timing of the extension that best reflects adjustments to the economy over the previous 12 months (i.e. the PPI 60 or 90 days from the contract execution anniversary date).

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

For any vendor-initiated adjustment to begin on the first day of the renewed contract term, the vendor's request for adjustment should be submitted sixty (60) days prior to expiration of the contract term. The vendor request must clearly substantiate the requested increase. If no request is received from the vendor, the Administrator will assume that the vendor has agreed that the optional term may be executed without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The FSA has the authority to accept the adjustment in price for the extended contract period or to allow the contract to terminate and re-advertise for bids, 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 purchasers.

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

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

3.06 DISCOUNTS

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

The dealer 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 permissible. Discounts must be a whole percentage with no decimal place (e.g. 10%).

3.07 PRODUCTION CUTOFF

Production cutoff refers only to cab and chassis configurations within bid specifications. The vendor shall notify the Administrator no less than 60 calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Notification shall be provided in writing.

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.

3.08 FACILITIES

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

3.09 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.

3.10 EMERGENCY LIGHT AND SIREN CERTIFICATION STANDARDS

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

> Vehicles of the fire department (fire patrol), 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.

SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the FSA Contract. Bid submissions received without these certifications will not be evaluated for award.

3.11 FACTORY INSTALLED

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.

3.12 VENDOR INSTALLED

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. Vendor must also disclose the warranty of any item that is less than or exceeds factory warranty coverage.

3.13 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 Insurnace. Proof of adequate coverage shall be produced to the customer upon request.

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 the Fire Rescue Vehicles and Other Equipment Contract.

3.14 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly

to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

3.15 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.

3.16 ORDER

The vendor shall submit a copy of the purchase order to the Coordinator within 14 days of receipt from the purchaser.

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

2. The Purchaser is required to forward an executed copy of the purchase order to the Florida Sheriffs Association, Cooperative Purchasing Program Coordinator at the same time the purchase order is sent to the Vendor. Emails or hard copies are acceptable. Emails can be sent to coop@flsheriffs.org.

3. If a Vendor receives a purchase order for a specification for which they were not awarded, the Vendor must notify the Purchaser and return the purchase order to the Purchaser within three (3) business days.

4. All vehicles ordered prior to manufacturer's close of production and in accordance with the contract shall be supplied in the manufacturer's next model run of that class vehicle even if it requires supplying a later model at the original bid prices.

5. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications of the Contract and the purchase order.

6. It is the Vendor's responsibility to ensure that the vehicle ordered by the Purchaser is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The Vendor's acceptance of a Purchaser's order will indicate that the Vendor agrees to deliver a vehicle that will be fully compatible with all of its options.

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

8. A Confirmation of Order form shall be completed by the Vendor and returned to the Purchaser 14 calendar days from receipt of purchase order without notification by the Purchaser. The Confirmation of Order form is included in Appendix D.

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

3.17 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 supplied line sheet;
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Owner's manual and warranty manual to accompany each vehicle; and
- 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. Vehicles originating as an incomplete vehicle would be exempt.

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

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

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

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

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

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

3.18 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 accomodations for inspection cannot be made upon delivery, the Purchaser may have up to three (3) days to inspect the vehicle or equipment for acceptance.

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

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

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

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

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

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

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

3.19 VEHICLE TAGS AND TITLE

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

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

Reasonable administrative costs for obtaining temporary tags, tag transfers, and new tags are permitted and can be negotiated between the purchaser and the vendor. All additional costs associated with obtaining, filing and shipping of tags shall be disclosed clearly on the vehicle quote. Administrative costs can include convenience fees, cost reimbursements for filing, obtaining or delivery of tags, or any costs over the original purchase price.

3.20 CAB AND CHASSIS PURCHASES

FSA 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 fitting by the dealer. However, in this situation vendors are not required to register and title the chassis.

If an agency chooses to upfit 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.

3.21 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 satisfacory delivery and acceptance of the vehicles and/or equipment.

The Local Government Prompt Payment Act will apply to ensure timely payment of Vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.22 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 Administrator.

3.23 INADEQUATE SERVICE

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

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

3.24 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS

Purchase Orders

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

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

The files should be named using the following examples:

Examples:	
County = Florida County, County of PO 12345	*ABC County BCC PO 12345.pdf*
City = Florida City, City of PO 12345	*ABC City PO 12345.pdf*
Sheriff = Sheriff Office of PO 12345	*ABC Sheriff PO 12345.pdf*
Education = Institution Name PO12345	*ABC County College PO 12345.pdf*

Quarterly Reports

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

All quarterly reports are to be sent to reports@flsheriffs.org in MS Excel format. Quarterly reports are found on-line at Vendors Only.

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

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

Quarterly reports should follow this schedule:

Year 1	Quarter Period	Reports and Administrative Fees Due
Y1Q1	May 4 – June 30 (Short quarter due to extension)	July 15
Y1Q2	July 1 – September 30	October15
Y1Q3	October 1 – December 31	January 15
Y1Q4	January 1 – March 31	April 15
Year 2		
Y2Q1	April 1 – June 30	July 15
Y2Q2	July 1 – September 30	October15
Y2Q3	October 1 – December 31	January 15
Y2Q4	January 1 – March 31	April 15

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

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

3.25 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.

Dealers are to include three quarters of one percent (.0075) to the base bid prices and options. The fee should be incorporated into the price at the time of bid submission. It 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 admistrative 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 the designee.

All participating Vendors are responsible for ensuring the Administrator has the contact e-mail address for the person responsible for all Quarterly Reports. There will be no reminders for the Quarterly Reports or the administrative fee.

Checks for the administrative fee can be sent to:

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

3.26 FINES

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

Failure of the bidder to comply with the requirements of Section 1.42 Nonperformance, may result in fines of up to 10% of the total price of each unit for which nonperformance applies.

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

If a civil action is initiated by the FSA to recover administrative fees or fines as set forth in this section and Section 1.42, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. Venue shall lie in the appropriate court in and for Leon County, Florida.

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

Schedule of Fines

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

DRUG-FREE WORKPLACE FORM

Fire Rescue Vehicles and Other Equipment
#FSA18-VEF13.0

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

_____ does:
Vendor Company/Manufacturer Name

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 nolo contendere 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.

Vendor's Authorized Representative Name and Title:_____

_____
Vendor's Authorized Representative Signature

Date:_____

REQUIRED INSURANCE CHECK LIST

Fire Rescue Vehicles and Other Equipment
#FSA18-VEF13.0

_____ 1. Workers' Compensation and Employer's Liability per the statutory limits of the State of Florida.

√ 2. Comprehensive General Liability(occurrence form), limits of liability $1,000,000.00 per occurrence for bodily injury property damage to include Premises/Operations; Products, Completed Operations and Contractual Liability. Contractual Liability and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications). General aggregate $3,000,000.00

√ 3. Automobile Liability - $1,000,000.00 each occurrence - owned/non-owned/hired automobiles included.

_____ 4. Excess Liability - $ _____ .00 per occurrence to follow the primary coverages.

_____ 5. The FSA must be named as an additional insured on the liability policies; and it must be stated on the certificate. Coverage periods must be clearly defined.

√ 6. Other insurance as indicated:

- ☐ Builders Risk completed value $ _____
- ☐ Liquor Liability $ _____
- ☐ Fire Legal Liability $ _____
- ☐ Protection and Indemnity $ _____
- ☐ Employee Dishonesty Bond $ _____
- ☑ Other (Garage) $ 1,000,000.00

_____ 7. Thirty (30) days written cancellation notice required.

_____ 8. Best's guide rating B+:VI or better, latest edition.

_____ 9. The certificate must state the bid number and title BIDDER AND INSURANCE AGENT STATEMENT:

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 may be required within five (5) days after bid opening.

Bidder: _____

Signature: _____

Date: _____

Appendix C – Vendor Change Form

Florida Sheriffs Association
Cooperative Purchasing Program
Vendor Change Document

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

FSA Contract Number(s) affected by change: _____

_____

Company Information Changes:	
Old Information	***New Information***
Old Company Name:	New Company Name:
Old Company Address:	New Company Address:
Old Company City:	New Company City:
Old Company State:	New Company State:
Old Company Zip:	New Company Zip:
Company Contact Changes:	
Old Contact Information	***New Contact Information***
Old Contact Name (First, Last):	New Contact Name (First, Last):
Old Contact E-Mail:	New Contact E-Mail:
Old Contact Office Phone:	New Contact Office Phone:
Old Contact Mobile Phone:	New Contact Mobile Phone:
Old Contact Fax Phone:	New Contact Fax Phone:

This information is requested by an authorized representative of _____.
This request will take effect as soon as it is received by FSA by e-mailing to coop@flsheriffs.org.

Name of Authorized Company Representative _____

Job Title_____ Date of Request _____

Authorized Company Representative Signature: _____

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

Appendix D - Confirmation of Order Form

CONFIRMATION OF ORDER

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

BID NO. FSA18-VEF13.0

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 notification by the Purchaser.

TO BE COMPLETED BY DEALERSHIP:

Dealership: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone Number: _____ Fax: _____

Specification No. _____ Type Vehicle: _____

Purchase Order Number: _____ Purchase Order Received: _____

Order Was Placed With the Manufacturer on: _____

Under Production Number: _____

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

Comments: _____

_____

Agency: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax: _____

E-mail: _____

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

MANUFACTURER CERTIFICATION

FIRE RESCUE VEHICLES & OTHER FLEET EQUIPMENT #FSA18-VEF13.0

This is to certify that _____ is the manufacturer
(Vendor/Respondent's Name)

or a manufacturer's authorized dealer of _____
(Manufacturer/Brand Name)

in the State of Florida.

By:

Manufacturer Name: _____

Address: _____

City, State, Zip: Office _____

Phone: _____ Mobile Phone: _____

E-mail: _____

Signature: _____

Title: _____

PLEASE NOTE: This certification form must be executed by an authorized employee of the manufacturer **ONLY.** Dealers/Representatives are not authorized to execute this certification form on behalf of the manufacturer. The manufacturer must execute this certification form even if they are offering their own products. Failure to submit this certification form with your response as required shall result in the disqualification of the response.

Appendix F – Quarterly Report

[INSERT DEALERSHIP NAME HERE]

QUARTERLY REPORT for BID #FSA18-VEF13.0
Effective Dates: May 4, 2018 thru March 31, 2020
Fire Rescue and Other Equipment

May 4 - June 30/Y1-Q1						Zero Activity ☐ Check Box	
Name of Purchasing Agency	PO #	Qty.	Spec. #	Vehicle Type	PO Date	Total PO Amount	Admin. Fee
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
July 1 - Sept 30/Y1-Q2						**Zero Activity** ☐ Check Box	
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
Oct 1 - Dec 31/Y1-Q3						**Zero Activity** ☐ Check Box	
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
Jan 1 - Mar 31/Y1-Q4						**Zero Activity** ☐ Check Box	
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
Page Total						$ -	$ -

Fees and reports are due no later than the 15th of the month following the quarter end. 1

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Fire Rescue Contract Terms and Conditions Rev 2-28-18

Appendix G – Bid Calendar

Fire Rescue Vehicles & Other Equipment Bid Calendar
Contract #FSA18-VEF13.0
Contract Period May 4, 2018 – March 31, 2020

Registration for Bidder Participation in Bid Process & Pre-Qualification	Registration Deadline - February 16, 2018 5:00 PM EST
Specifications emailed to Bidders	Updates due to FSA by December 22, 2017
Fire Rescue Contract Terms & Conditions and Specification Updates Published	February 12, 2018
❖ Mandatory Pre-Bid Meeting Pre-qualification must be completed prior to this meeting and is listed within the Pre-Bid Meeting Registration at https://form.jotform.com/50823895724161	February 21, 2018 • Ambulance 9:00 AM – 12:00 PM EST • Fire Rescue 1:00 PM – 5:00 PM EST
Revised Specifications and Terms & Conditions emailed to Bidders	March 2, 2018
Finalized Specification and Terms & Conditions emailed to Bidders	March 9, 2018
Request for Bid Clarification (Q&A) due to FSA	March 16, 2018
FSA Response to Q & A due to Bidders	March 20, 2018
Cone of Silence	March 20, 2018, 5:00 PM EDT – April 17, 2018, 5:00 PM EDT
Deadline to Submit Sealed Bid Response to FSA	April 9, 2018 5:00 PM EDT
Public Bid Opening – FSA Headquarters, 2617 Mahan Drive, Tallahassee, FL 32308	April 10, 2018, 9:00 AM – 10:00 AM EDT
Bid Review by FSA Fire Rescue Advisory Committee – FSA Headquarters	April 10-13, 2018
Public Inspection of Bids FSA Headquarters, 2617 Mahan Drive, Tallahassee, FL 32308	April 12, 2018 3:00 PM – 5:00 PM EDT
Intent to Award Posting	April 17, 2018
Notice of Protest Due	April 20, 2018 5:00 PM EDT
Formal Written Protest Due	April 27, 2018 5:00 PM EDT
Bid Effective Date and Publication	May 4, 2018
❖ Mandatory Pre-Bid Meeting Location Volusia County Emergency Operations Center 3825 Tiger Bay Road Daytona Beach, FL 32124	Contact E-Mail: CPP@flsheriffs.org Bid Questions Call: (850) 877-2165 X241 *All Times are in the Eastern Daylight Standard Time Zone*

Appendix H – Sample Cover Page

Bidder Company Name

Contact Person

Office Phone Mobile Phone

❑ **Labeled USB with Digital Copy Included**

FOR SEALED BIDS ON

FIRE/RESCUE VEHICLES & OTHER FLEET EQUIPMENT

BID NO. FSA18-VEF13.0

Coordinated By

The Florida Sheriffs Association,
Florida Fire Chiefs' Association and
Florida Association of Counties

SEALED BIDS ARE DUE TO FSA BY
Monday, April 9, 2018
5:00 PM EDT

Appendix I – Bidder Instructions

Instructions for Bid Submission
Fire Rescue Vehicles & Other Equipment
FSA18-VEF13.0

Sealed bids are due to the Florida Sheriffs Association before April 9, 2018, at 5:00 p.m. EDT. The sealed bids must be delivered to:

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

A sealed bid is a bid package that contains all documents required for bid submission in the terms and conditions and an electronic copy on an USB flash drive, which must be delivered in an unopened package. The company's name placing the bid must be clearly marked on the outside of the package.

Upon award, vendors will be notified to submit the Certificate of Insurance. The Certificate must include the FSA bid number and title: FSA18-VEF13.0. The certificate holder should be listed as: Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, FL 32308.

Bid Book

The hard copy of the documents must be organized in a three-ring binder. The three-ring binder that contains the required documentation is called the bid book. The bid book must have the cover sheet filled out and inserted in the front display of the binder.

If more than one binder is needed, the binders should be numbered 1 of 3, 2 of 3, and 3 of 3, as applicable. If multiple books are used, cover sheets indicating the sequence of the book must be included on the front cover of the book.

Contents of the Bid Book

Each bid book must contain the following. Items may not be applicable to all bidders. When questions arise about whether the documentation should be included, the bidder should refer to the Terms and Conditions or may contact FSA prior to the cone of silence, which begins on March 20, 2018. If any of the information is not wholly filled out, including the discount off retail price, the bid may be deemed nonresponsive.

General Requirements

- Contract signature document
- Applicable licenses and certifications, specifically:
  - EVT Certification
  - Florida Motor Vehicle Dealers License
  - Any other safety certification or license applicable to specifications bid
- Manufacturer warranty information
- Bid bond, if submitting a single bond that covers all specifications submitted
- Performance bond letter from bonding company
- Any qualification forms not provided prior to the pre-bid meeting
  - Drug-Free Workplace Form
  - Insurance Checklist
  - Manufacturer Certification form for each manufacturer bid by bidder
- Any manufacturer information which may be helpful for the evaluation
- Documentation as required in Section 2.01 of the Terms and Conditions for first year bidders
- Any requested equivalents or exceptions

Specification Bid Documents

Each specification must be separated by tabs labeled with the specification bid or bid specification number. If

any addendum is issued prior to the bid submission deadline according to Section 1.23, the most updated specification bid document must be utilized.

Complete all sections of the Specification Bid Document. On the pricing page, indicate the coordinating build sheets document as named on your USB in the Build Sheet column for each vehicle bid.

- Completed specification bid documents for each specification bid with supporting documents to include:
  - Bid bond, if submitting individual bid bonds for each specification bid as applicable
  - Specification build sheet
  - Warranty information specific to the specification

USB Flash Drive

A copy of all documentation must be provided on a USB flash drive. All documents must be saved as .pdf. The following information contains labeling information for the USB flash drive.

General Requirements

General requirement files should be titled using the following method
CompanyName.NameOfDocument.pdf

General requirement files include:

- Contract signature document
- Applicable licenses and certifications
- Manufacturer warranty information
- Bid bond, as applicable
- Performance bond letter
- Any qualification forms not provided prior to the pre-bid meeting
- Any manufacturer information which may be helpful for the evaluation
- Documentation as required in Section 2.01 of the Terms and Conditions for first year bidders
- Any requested equivalents or exceptions

Specification Bid Document

For specification bid document (SBD), the file should be labeled using the company name and the specification number. For example, specification one would be labeled as: CompanyName.SBD1.pdf

Build Sheets

Each separate model within a specification that is bid must have a separate build sheet file. For each offering within a specification, the bidder should save the following documents as one .pdf file:

- Specification build sheet,
- Cab and chassis build sheet,
- Product drawings, and
- Long specifications

Labeling for a single offering build sheet and supporting materials should reflect following format:

Ambulance submissions
CompanyName.Model.ModularBox.pdf

Fire submissions
CompanyName.Model.Ladder.Body.pdf