

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

<input checked="" type="checkbox"/> New contract	<input type="checkbox"/> OTR	<input type="checkbox"/> CO	<input type="checkbox"/> SS	<input type="checkbox"/> BW	<input type="checkbox"/> Emergency	Previous Contract/Project No: N/A
<input type="checkbox"/> Re-Bid	<input type="checkbox"/> Other	LIVING WAGE APPLIES: ___ YES _X_ NO				

Requisition/Project No: RQWS1200001 **TERM OF CONTRACT:** One year - From Oct 1, 2011 to Sept. 30, 2012.

Requisition/Project Title: Utility Vehicles, Trucks, Vans, and Other Fleet Equipment

Description: Accessing the Florida Sheriffs Association Contract 11-19-0907 for purchase of zero-turn radius commercial lawnmowers for the Water and Sewer Department, as required.

User Department(s): Water and Sewer Department
 Issuing Department: Dept of Procurement Management
 Estimated Cost: \$339,360.00

Contact Person: Pablo Martinez Phone: 305-375-5312
 Funding Source: Proprietary Funds

ANALYSIS

Commodity/Service No: <u>515-45</u>		SIC:	
Trade/Commodity/Service Opportunities			
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here if this is a New Contract/Purchase with no Previous History </div>			
<u>EXISTING</u>		<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): ___ Yes ___ No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed: Pablo Martinez

Date to DBD: October 4, 2011

Date Returned to DPM: _____

Dealership Name _____

Contact Person _____

Office Phone _____

Mobile _____

ORIGINAL COPY

FOR SEALED BIDS ON

**PURSUIT,
ADMINISTRATIVE NON-PURSUIT,
UTILITY VEHICLES, TRUCKS & VANS,
& OTHER FLEET EQUIPMENT**

*Participating Sheriff's Offices & Local Governmental
Agencies of the State of Florida*

Coordinated By

**The
Florida Sheriffs Association,
Florida Association of Counties &
Florida Fire Chiefs' Association**



BID NO. 11-19-0907

ADVERTISEMENT, INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, BID PROPOSAL

REPLIES DUE

12:00 NOON - SEPTEMBER 7, 2011

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Dealer Price Sheets For Emergency Vehicle Lighting

(This must be downloaded and uploaded on the VEBA site)

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FLORIDA SHERIFFS ASSOCIATION

P. O. BOX 12519

TALLAHASSEE, FLORIDA 32317-2519

INVITATION TO BID

BID NUMBER: 11-19-0907

BID TITLE: PURSUIT, ADMINISTRATIVE NON-PURSUIT,
UTILITY VEHICLES, TRUCKS & VANS,
& OTHER FLEET EQUIPMENT

ADVERTISEMENT DATES: JULY 1, 2011 & JULY 8, 2011

**MANDATORY VEHICLE CONTRACT/
SPECIFICATION WORKSHOPS:** JULY 13 & 14, 2011 at 9:00 A.M.

PRE-BID CONFERENCE: AUGUST 16, 2011 at 9:00 A.M.

WORKSHOPS & PRE-BID CONFERENCE TO BE HELD AT:
FLORIDA SHERIFFS ASSOCIATION
TRAINING CENTER
2617 MAHAN DRIVE
TALLAHASSEE, FL 32308

REPLIES DUE: SEPTEMBER 7, 2011 at 12:00 NOON

BID SUBMITTALS RECEIVED AT:
FLORIDA SHERIFFS ASSOCIATION
COOPERATIVE BID COORDINATOR'S OFFICE
2617 MAHAN DRIVE (32308)
P. O. BOX 12519
TALLAHASSEE, FL 32317-2519

BIDS MUST BE SUBMITTED ELECTRONICALLY THROUGH THE FLORIDA SHERIFFS ASSOCIATION'S VEHICLE BID AWARD SYSTEM. SOLICITATION DOCUMENTS AND SPECIFICATIONS CAN BE ACCESSED THROUGH <http://veba.flsheriffs.org>. VENDORS WHO WISH TO PARTICIPATE IN THIS INVITATION TO BID **MUST ATTEND** THE VEHICLE CONTRACT/SPECIFICATION WORKSHOP & ARE ENCOURAGED TO ATTEND THE PRE-BID CONFERENCE. YOU WILL BE REQUIRED TO COMPLETE THE "**2011 PROSPECTIVE DEALER INFORMATION FORM**". THIS FORM IS AN ELECTRONIC DOCUMENT ON THE FSA WEBSITE (www.flsheriffs.org). YOU WILL THEN BE ISSUED A USER NAME AND GENERIC PASSWORD FOR THE VEBA SITE.

ADVERTISEMENT

PURSUIT, ADMINISTRATIVE NON-PURSUIT, UTILITY VEHICLES, TRUCKS & VANS, & OTHER FLEET EQUIPMENT BID 11-19-0907

The Florida Sheriffs Association, Florida Association of Counties and the Florida Fire Chiefs' Association invite interested bidders to submit bid proposals for 2012 Pursuit and Non-Pursuit, Utility Vehicles, Trucks & Vans and Other Fleet Equipment.

This contract shall be awarded to the lowest responsible bidder by specification by manufacturer by zone for all police package vehicles and to each of the lowest responsible bidder(s) by specification by manufacturer by zone for all non-police package vehicles which said qualifications shall enable the awarding authority of the participating local governmental agencies of the State of Florida to take into consideration the financial responsibility of the bidder, proven skill and experience, facilities for performing the contract, previous satisfactory performance and such other abilities of the bidder as will enable him to perform efficiently the contract.

No bidder may withdraw his bid for a period of sixty (60) calendar days after the date set for the posting thereof.

Bidders are hereby advised that the Cooperative Bid Coordinator reserves the right to reject any bid proposal not considered to be competitive in nature based on the best pricing information available. Furthermore, the Cooperative Bid Coordinator reserves the right to reject any or all bids, in whole or in part, and/or make awards either as individual items or as a total combined bid, whichever they consider to be in the best interest of the local governmental agencies of the State of Florida, and to waive any informality in any proposal.

Specifications and solicitation documents may be obtained by bona fide bidders via the FSA website at <http://veba.flsheriffs.org>. Vendors who wish to participate in this invitation to bid **MUST ATTEND** the Mandatory Vehicle Contract/Specification Workshop & are encouraged to attend the Pre-Bid Conference. You will be furnished a user name and generic password before you can log on to the VEBA site.

FLORIDA SHERIFFS ASSOCIATION

By: 
Steve Casey
FSA Executive Director

PUBLISH: *Florida Administrative Weekly*
July 1, 2011
July 8, 2011

ZONE MAP

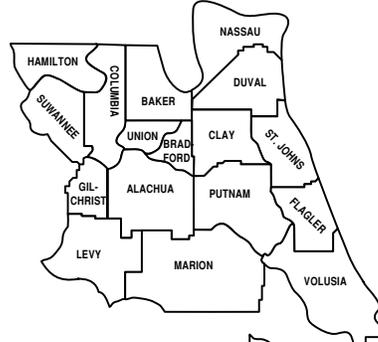
WESTERN



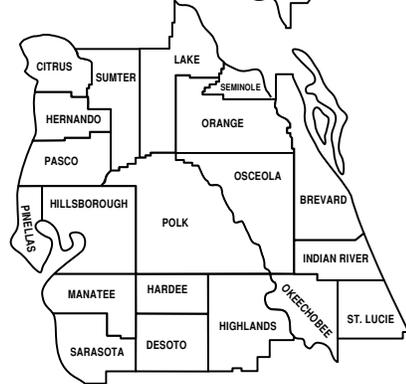
WESTERN
 ESCAMBIA
 SANTA ROSA
 OKALOOSA
 WALTON
 HOLMES
 WASHINGTON
 BAY
 JACKSON
 CALHOUN
 GULF
 LIBERTY
 FRANKLIN
 GADSDEN
 WAKULLA
 LEON
 JEFFERSON
 TAYLOR
 MADISON
 LAFAYETTE
 DIXIE

NORTHERN
 GILCHRIST
 ALACHUA
 UNION
 BRADFORD
 BAKER
 NASSAU
 DUVAL
 CLAY
 PUTNAM
 ST. JOHNS
 FLAGLER
 VOLUSIA
 MARION
 LEVY
 HAMILTON
 COLUMBIA
 SUWANNEE

NORTHERN



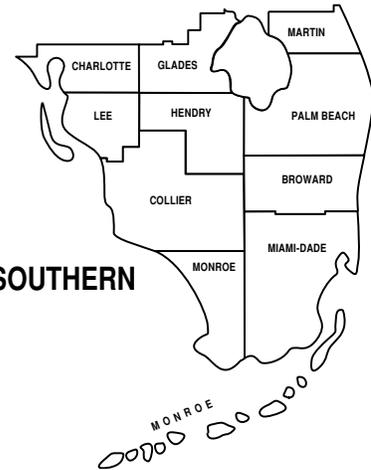
CENTRAL



CENTRAL
 CITRUS
 SUMTER
 LAKE
 HERNANDO
 SEMINOLE
 ORANGE
 PASCO
 PINELLAS
 HILLSBOROUGH
 POLK
 OSCEOLA
 BREVARD
 INDIAN RIVER
 MANATEE
 HARDEE
 HIGHLANDS
 OKEECHOBEE
 ST. LUCIE
 SARASOTA
 DESOTO

SOUTHERN
 CHARLOTTE
 LEE
 GLADES
 MARTIN
 HENDRY
 PALM BEACH
 COLLIER
 BROWARD
 MONROE
 MIAMI-DADE

SOUTHERN



**FLORIDA SHERIFFS ASSOCIATION,
FLORIDA ASSOCIATION OF COUNTIES &
FLORIDA FIRE CHIEFS' ASSOCIATION**

PART A - INSTRUCTIONS TO BIDDERS

BID 11-19-0907

1. PURPOSE

The Florida Sheriffs Association, Florida Association of Counties and the Florida Fire Chiefs' Association invite interested vendors, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The Florida Sheriffs Association will serve as the "Cooperative Bid Coordinator" in the solicitation process as well as administration of the resulting contract. The purpose of this bid is to establish a twelve (12) month contract, beginning October 1, 2011 and ending September 30, 2012, with manufacturer's authorized dealers for the purchase of 2012 vehicles, trucks and heavy equipment on a "no trade-in basis". However, the Cooperative Bid Coordinator reserves the option to renew the period of this contract or any portion thereof, for an additional term not to exceed the original contract period unless the original contract period is 24 months or less, in which case the contract may be by mutual agreement renewed up to two (2) one-year periods. Renewal of the contract period shall be by mutual agreement in writing.

DEFINITIONS

The following terms are defined as referenced in Part A - Instructions to Bidders, Part B - Special Conditions, and Part C - General Requirements for All Vehicles:

- (a) **"Cooperative Bid Coordinator"** means the Florida Sheriffs Association in its role in administering the solicitation and contract administration process for the Florida Sheriffs Association, the Florida Association of Counties, and the Florida Fire Chiefs' Association.
- (b) **"Contract Committee Members"** means an employee of Sheriffs Offices and other local governmental agencies in the State of Florida who assist with the creation of bid specifications and evaluation of bid responses.
- (c) **"Contractor"** means the bidder that has been awarded and agrees to sell vehicles, trucks, or equipment, as contained in these specifications, which meet the requirements, specifications, terms and conditions of this agreement, to eligible customers, as defined herein.
- (d) **"Customer"** means an eligible customer as defined in Part A - Instructions to Bidders.
- (e) **"VEBA"** means the Florida Sheriffs Association's Vehicle Bid Award System located at <http://veba.flsheriffs.org>, which is the online system created for the submission of bids and tabulation of bid results for the specifications contained herein.
- (f) **"Bidder"** means the entity that submits documentation to the Cooperative Bid Coordinator in accordance with these instructions.
- (g) **"MSRP(s)"** means the Manufacturer's Suggested Retail Price, which represents the

Manufacturer's recommended retail selling price, list price, published 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 (e.g., Chrysler - "Dial System"; Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent)
2. Chrome Systems, Inc.'s PC Carbook (e.g., PC Carbook Plus and PC Carbook Fleet Edition)
3. Manufacturer's Annual U.S. Price Book
4. Manufacturer's official website

2. ESTIMATED QUANTITIES

In FY 2009-10 eligible users purchased approximately 4100 vehicles from this bid. These estimated figures are given only as a guideline for preparing your bid and should not be construed as representing projected figures.

3. MANDATORY VEHICLE CONTRACT/SPECIFICATION WORKSHOP

All interested parties are required to attend the Vehicle Workshop. At this time the contract committee members will be available to answer questions relative to this Invitation to Bid. Any suggested modifications may be presented in writing or discussed with the contract committee members at this meeting and may be considered by said representative(s) in formulating the Invitation to Bid. Should it be decided by the Cooperative Bid Coordinator to issue an addendum after the Pre-Bid Conference, it will be posted on the Florida Sheriffs Association Vehicle Bid Award System (VEBA) at <http://veba.flsheriffs.org>. Prospective bidders should check the website periodically for any addendums to the solicitation documents.

Prospective bidders interested in participating in this year's bid will be required to attend the Vehicle Contract/Specification Workshop and are encouraged to attend the Pre-Bid Conference and be present before the designated time for the meeting to start. Prospective bidders will have the opportunity to offer input and recommendations regarding the content of these vehicle and equipment specifications.

4. ELIGIBLE CUSTOMERS OF CONTRACT

Bids will be extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida, and the state universities and colleges. In addition, bids will be extended and guaranteed to any other entities approved by manufacturers to participate in this contract. The participating agencies cannot guarantee any order other than those ordered through each individual agency. Appropriate governmental entities' purchasing laws, rules and regulations shall apply to purchases made under this contract.

5. AMENDMENTS TO SOLICITATION DOCUMENTS

The Cooperative Bid Coordinator may use discretion in issuing amendments to the solicitation. Notice of any amendment will be posted on the VEBA website. Such notice, if required, will contain the appropriate details for identifying the changes to the solicitation. Each prospective bidder is responsible for monitoring the site for new or changing information concerning the solicitation.

6. SPECIFICATION EXCEPTIONS, OMISSIONS OR ERRORS

Specifications are based on the most current literature available. Bidder shall notify the Cooperative Bid Coordinator at the Vehicle Workshop or Pre-Bid Conference, or through e-mail notification as required in Part A, Section 8, of any change, omission or error in the manufacturer's specifications which conflict with the bid specifications.

Additionally, bidder must indicate in their bid submission any options requiring the purchase of other options, and also indicate options that are included as a part of another option. The codes listed in the "Prices" section of the Special Conditions must be used. Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with contract specifications.

In the event any component or components are found to be missing from a vehicle after it has been accepted by the customer, the contractor will be required to install the missing component(s), or the customer shall have the authority to decide which course of action will best meet his or her needs.

7. OPTION PRICING

Prices for options submitted by the dealer, including Emergency Vehicle Lighting, shall include all applicable fees and charges, including installation. No additional charges or fees are admissible. The bidder shall offer some discount which shall be below Manufacturer's Standard Retail Pricing (MSRP) for any factory add options included in the bid submission and in resulting customer orders, if awarded. The amount of discounts for each particular add option shall be decided by the bidder. The add options discounted pricing offered by the bidder in their bid shall be for informational purposes only and shall not be used to determine winning bidders or serve as a basis for bid protests. However, the specified discounts must be applied to purchases under this contract. Any bidder who does not abide by selling add options for at least the specified discounted amount below MSRP included in their bid during the contract period shall be in violation of this contract requirement. Also, in instances when a customer orders an option that is an upgrade to an option included in the base vehicle specification, contractors must issue the customer a credit for the option being upgraded based on the price that the customer was actually assessed for such add option item.

Failure of the contractor to comply with these requirements may result in a fine of up to \$1,000 per vehicle, and/or probation, suspension, and/or termination from current and future bids at the Cooperative Bid Coordinator's discretion. Failure of the contractor to pay fines assessed by the FSA may result in probation, suspension and/or termination from current and future bids at the Cooperative Bid Coordinator's discretion.

Also, when options listed are included in the base vehicle, bidder must submit options as "Included" or "N/A". Bidder must use proper factory codes for all factory add options, and must submit documentation of MSRP for each specification on which a bid is placed, and such documentation must be included in the bid package submission as required by Part A, Section 11. Options available through the factory MUST be bid and supplied to Customer as factory options unless requested otherwise in writing by the Customer.

Options are intended to add or delete equipment and/or features from the base vehicle specification, and to allow for an upgrade or downgrade to a manufacturer's model with a slightly different engine size or horsepower, and as such, should not be made available for purchase separate from the base vehicle. Bidders shall NOT include add or delete

options that create a piece of equipment that is entirely different than the base unit called for in the specification, or any other options that do not meet the intention of options as stated above.

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

Violation of these requirements may result in the Contractor's termination from the specification and a fine of up to \$1,000 per vehicle involved in such violations, and/or probation, suspension, and/or termination from current and future bids at the Cooperative Bid Coordinator's discretion.

8. REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION

Bidders must examine the specifications carefully. In case doubt should arise as to the meaning or intent of any items contained in the specifications, inquiry should be made to the Cooperative Bid Coordinator at the Pre-Bid Conference or through e-mail clarification. Telephone clarifications will not be accepted, and no clarification will be accepted after the date listed in the Bid Calendar. Clarifications deemed to be significant in nature by the Cooperative Bid Coordinator will be posted on the VEBA website by the date listed on the Bid Calendar. The submission of a bid shall indicate that the bidder thoroughly understands the terms of the specifications.

9. MANUFACTURER'S CERTIFICATION

Bidder shall submit one (1) completed Manufacturer's Certification form stating that the bidder is the Manufacturer or a Certified Representative of the Manufacturer, for each Manufacturer they represent as part of their response. Bidder (Dealer or Manufacturer) must submit the Manufacturer's Certification form(s) as part of their respective response. The Manufacturer's Certification form must be executed by the Manufacturer only and may not be completed by the Dealer/Certified Representative. Dealer agreements shall not be accepted in lieu of a Manufacturer's Certification form. The Manufacturer's Certification form shall be included in the bid package submission as required by Part A, Section 11. Failure to provide a complete and compliant Manufacturer's Certification form with the bid submission package shall result in the bidder being deemed non-responsive.

10. FINANCIAL RESPONSIBILITY

Bidder affirms by his or her signature on the contract signature page that he or she:

- 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 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. In assessing financial responsibility, contractor shall consider items such as the specifications bid, the zones bid, and the quantity of specifications bid, as well as timing of payment from customers, which can be 45 days from receipt of invoice.

11. SUBMITTAL OF BID

Bidders must submit their bid electronically via the Florida Sheriffs Association Vehicle Bid Award System (VEBA), located at <http://veba.flsheriffs.org>. In addition to their submission of specifications through the VEBA website, bidders who intend to bid on police units (specifications 1-4) are also required to submit their lightbar package pricing through a separate document housed on the VEBA website. Bidders not placing a bid on the police units, may also bid any part of the lightbar package (such as "Al Carte" items and "Corner Strobes") to be used for other specifications. Pricing submitted in this document will be entered one time, and such pricing will apply to all of the bidder's specifications for which these items are sold as add options. Bids submitted for the above referenced specifications for police units that do not submit lightbar package pricing will be rejected.

Once a user name and password has been issued, prospective bidders are encouraged to download and review the instructions located on the home page of the VEBA website. Instructions for entering and submitting bid specifications, as well as lightbar package pricing, are included in this document. Questions regarding the use of the VEBA website should be addressed to support@liquifusion.com.

Prices are to be rounded to the nearest dollar. Bids can be entered more than once; however, only the last bid entered into the system will be considered in the award process. Bids not submitted within the system will be rejected. Each bidder is responsible for ensuring that his bid is submitted before the deadline outlined in the Bid Calendar. Late bids will not be considered and the system will not accept bids after the due date and time specified in the Bid Calendar.

In addition to submitting the bid via the VEBA system, one original and two (2) exact copies (includes divider tabs) of the bid package in separate 3-ring VIEW binders (not report folders) must be delivered or mailed to the attention of:

Lynn Meek
Florida Sheriffs Association
2617 Mahan Drive
Tallahassee, Florida 32308

The electronic cover sheet must be completed with dealership name, contact person, telephone number and mobile phone number, and bidder shall check the appropriate box indicating whether the submittal is an Original or Copy. The cover sheet must be placed in the front cover of the view binder.

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

- a printed copy of the submitted bid (printed after final bid submission takes place)
- Manufacturer's print-out (Chrysler - "Dial System"; Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent) for each vehicle on which a bid is submitted. The Manufacturer's print-out shall indicate an order code for the Manufacturer's base model, all standard equipment, and any optional components required to provide the base vehicle as outlined in the bid solicitation. Also, any dealer installed aftermarket components required to meet the base vehicle specified must be identified, in writing, on the printout.
- For specifications or units that do not produce a manufacturer's print-out, bid package must include manufacturer's documentation that includes standard equipment and such other information that provides verification that such item meets the base specification.

- Pricing Sheet for Emergency Vehicle Lighting
- Contract Signature page. Bidder must complete the Signature Page in its entirety, and must indicate by signature on the form that bidder has read and understands the provisions contained in this Invitation to Bid. Bidder will check the appropriate box indicating whether the submittal is an Original or Copy. All bids must show the company name and be manually signed (no rubber stamps, facsimile signatures, etc.) in ink by a dealer principal and an employee who has the authority for bid submission if such employee is not a dealer principal. Unsigned bids will be rejected.
- Manufacturer's Certification form. Bidder shall include a form for each manufacturer for which a bid is placed.

The Contract Signature page and Manufacturer's Certification form shall be placed as the first item in the bid package, and each specification shall be separated by tabs indicating the specification number for each item for which a bid is being submitted.

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

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

During the solicitation and resulting contract, the Cooperative Bid Coordinator reserves the right to request supporting documentation for MSRP and Manufacturer's Standard Warranties. If requested, Bidder must provide documentation within 3 business days of such request. Failure to provide supporting documentation as requested will result in the disqualification of the Bidder and/or Contractor, if awarded

12. BID OPENING AND ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD

Bids will be opened on the date indicated in the Bid Calendar and will be evaluated thereafter. Although prices will not be read, bidders may, but are not required to, attend. The Cooperative Bid Coordinator will electronically post the results on the VEBA website and the Florida Sheriffs Association website (www.flsheriffs.org) according to the time outlined in the Bid Calendar. If the posting of the initial bid tabulation results is delayed, in lieu of posting the notice on the date indicated on the Bid Calendar, the Cooperative Bid Coordinator will post a notice of the delay and a revised date for posting of results.

Notice of a decision or intended bid award decision shall be given by posting at the local where the bids were opened and by posting on the VEBA website and the Florida Sheriffs Association website (www.flsheriffs.org) on the date and time indicated in the Bid Calendar. If the posting of the Notice of Intended Award is delayed, in lieu of posting the notice on the date indicated on the Bid Calendar, the Cooperative Bid Coordinator will post a notice of the delay and a revised date for posting of results.

13. BID EVALUATION CRITERIA

Eligible responsive bids will be evaluated to determine if all contract requirements are met. Bids that do not meet all contract requirements of this solicitation or fail to provide all required information, documents, or materials may be rejected as nonresponsive.

Bidder must have the necessary facilities, personnel and expertise, and must be prepared, if requested by the Cooperative Bid Coordinator, to present evidence of such experience, including evidence of EVT certified technicians to perform installation of emergency lighting for applicable specifications.

The Cooperative Bid Coordinator reserves the right to investigate or inspect at any time during the bid award process and the contract period as specified in Part A, Section 1, whether the product, qualifications, or facilities offered by Bidder meet the contract requirements.

Bidders whose bids, 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 nonresponsive. In determining past performance, the Cooperative Bid Coordinator will give strong consideration to the nature and number of complaints received from Customers regarding a previously awarded dealer. The Cooperative Bid Coordinator may use discretion in determining which bids meet the contract requirements of this solicitation, and which respondents are responsive and responsible.

The Cooperative Bid Coordinator may use discretion in accepting or rejecting any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if determined that doing so will serve the best interest of the local government agencies of the State of Florida. The Cooperative Bid Coordinator may reject any responses not submitted in the manner specified by solicitation documents

14. BASIS FOR AWARD

The Cooperative Bid Coordinator shall award the bid to the lowest responsible bidder by specification by manufacturer by zone for all police package vehicles and to each of the lowest responsible bidder(s) by specification by manufacturer by zone for all non-police package vehicles, whose qualifications may be determined by necessary facilities, ability, financial resources, and proven experience to perform the work in a satisfactory manner.

Bidders are hereby advised that the Cooperative Bid Coordinator may use discretion in rejecting any bid proposal not considered to be competitive in nature based on the best pricing information available. Furthermore, the Cooperative Bid Coordinator may use discretion in rejecting any or all bids, in whole or in part, and/or make awards either as individual items or as a total combined bid, whichever they consider in the best interest of the local governmental agencies of the State of Florida, and to waive any informality in any proposal.

15. BID WITHDRAWAL

Bidder warrants by virtue of bidding the prices quoted in his bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening unless otherwise stated. Bidders will only be allowed to withdraw their bids after the opening time and date at the discretion of the Cooperative Bid Coordinator.

16. ZONE BIDDING

Bidder may condition his bid for award in one or more geographic zones depicted on the map included on page 9. Space is provided for bidder to indicate zone bidding. Lacking any indication to the contrary, bids will be considered statewide.

17. APPROVED EQUIVALENTS

The term "Approved Equivalent" is used to allow a bidder to bid components or equipment

that are equal to the components or equipment described in the detailed specifications. The Cooperative Bid Coordinator shall have the sole authority to determine approved equivalents.

18. IDENTICAL TIE BIDS

In case of tie bids, the award will be made in the following manner:

BIDDER WITHIN (A SPECIFIC ZONE)
BIDDER WITHIN THE (STATE OF FLORIDA)

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In the event of an identical tie bid, a coin toss will determine the bid award.

In order to have a drug-free workplace program, a business shall:

- A. 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.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance program, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection A.
- D. In the statement specified in subsection A, 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) calendar days after such conviction.
- E. 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, any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

19. TAX EXEMPTIONS

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

20. BEST COMMERCIAL PRACTICES

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

21. DELIVERY

All fees must be included in base price and prices shall be firm and are to be F.O.B. Destination, delivered to the individual participating user agency. In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern. All items delivered or installed at any location of the participating agencies must include all manufacturer's standard equipment and warranties.

22. PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision shall file a "Notice of Protest" in writing to the Bid Coordinator within 72 hours after the posting of the notice of intended award and shall file a formal written protest within 10 calendar days after filing the "Notice of Protest". Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest **must** state with particularity the facts and law upon which the protest is based. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity and corrective action will be taken contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague and/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 cost 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. For the purpose of bid protests, the filing party 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 bear the cost of their own attorney fees. For the purpose of arbitration, the filing party shall not stay the implementation of the bid award by the Florida Sheriffs Association.

23. LICENSING/FACILITIES

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

Bidders may be required by the Cooperative Bid Coordinator to submit additional information regarding the repair/warranty facility during the solicitation and the term of the contract, if awarded. The Cooperative Bid Coordinator may also exercise discretion in examining such facility as deemed necessary.

24. NONPERFORMANCE

Contractor shall at all times during the contract term remain responsive and responsible. In determining Contractor's responsibility as a vendor, the Cooperative Bid Coordinator shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Contractor's capability to fully satisfy the requirements of the solicitation and the contract.

Contractors that are not in compliance with any of the provisions of this contract may be fined, and/or suspended, and/or terminated from the contract and future competitive bid solicitations at the discretion of the Cooperative Bid Coordinator. Contractors may be required to develop corrective action plans to address contract compliance issues. Failure to abide by corrective action plans may result in termination from the contract and future competitive bid solicitations at the discretion of the Cooperative Bid Coordinator. 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, charging amounts exceeding MSRP on factory 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 Customer, and any other practice deemed to be outside of the intent of the contract.

**FLORIDA SHERIFFS ASSOCIATION,
FLORIDA ASSOCIATION OF COUNTIES &
FLORIDA FIRE CHIEFS' ASSOCIATION**

PART B - SPECIAL CONDITIONS

BID 11-19-0907

1. SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff of the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the Sheriff's Office from the provisions of the Florida Statute requiring among other things, sealed and competitive bids procedures. It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Nothing in this proposal in any way obligates the participating Sheriff's Offices for any payment for any activity or costs incurred by any vendor in responding to this proposal.

2. LOCAL GOVERNMENT ORDINANCE

Local governmental agencies must follow their governing ordinance in order to purchase from this bid.

3. FUNDING

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

4. PARTICIPATION OF MINORITY BUSINESS ENTERPRISES

The Florida Sheriff's Association policy is that Minority Business Enterprises (MBE) shall have the opportunity to participate in competitive bids. Such process would be for supplying goods and services to the participating agencies.

5. PUBLIC ENTITY CRIMES

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid or perform work as a contractor, supplier or subcontractor for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by the bidder will result in termination of the contract and may cause bidder debarment

6. TERMINATION

The contract may be canceled or annulled by the Cooperative Bid Coordinator in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may or may not be made to the next low responsive and responsible bidder, at the discretion of the Cooperative Bid Coordinator. Failure of the Contractor to deliver

materials or services within the time stipulated in these specifications, unless extended in writing by the Cooperative Bid Coordinator, shall constitute contract default. Contractors who default on contracts may be removed from the vendor mailing lists for future contracts at the discretion of the Cooperative Bid Coordinator.

Each participating agency shall be obligated to reimburse the Contractor only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.

With the mutual agreement of the participating agency and the Contractor upon receipt and acceptance of not less than thirty (30) calendar days written notice, the contract may be terminated in whole or in part on an agreed date prior to the end of the contract period without penalty to either party. An award may or may not be made to the next responsive and responsible bidder, at the discretion of the Cooperative Bid Coordinator.

7. TECHNICAL DOCUMENTATION

All products bid must meet or exceed all conditions and specifications of the Invitation to Bid (ITB). When technical documentation is required by this ITB, its purpose is to demonstrate compliance of the product bid for evaluation of the product.

8. NEXT LOW BIDDER

In the event of a default by an awarded contractor, the Cooperative Bid Coordinator reserves the right to utilize the next low responsive and responsible bidder as the new awarded contractor. In the event of this occurrence, the next low responsive and responsible bidder shall be required to provide the bid items at the prices as contained on their proposal for this specification for the remainder of the award period.

9. EMERGENCY

If and when an emergency requirement should occur, the participating eligible user may use discretion in deviating from this contract and procure the item(s) from the most available source.

10. ADDITION/DELETION

The Cooperative Bid Coordinator reserves the right to add or delete any items from this bid or resulting contract(s) when deemed to be in the best interest of the participating eligible users.

11. ASSIGNMENT

No assignment of this contract or the rights and obligations hereunder by contractor shall be valid without the express written consent of the Cooperative Bid Coordinator, which may be given or withheld, in the Cooperative Bid Coordinator's sole discretion.

12. PRODUCTION CUTOFF

Contractor shall notify the Cooperative Bid Coordinator, in writing, no less than thirty (30) calendar days prior to the close of production. Purchase orders received at least ten (10) days prior to close of production must be ordered prior to the production deadline. Purchases made after the close of manufacturer's production year cutoff shall be subject to availability.

For orders received after the production cutoff, at the discretion of the manufacturer and dealer, next year's models may be provided at current year contract prices until the end of the contract term.

If vehicles are ordered prior to the manufacturer's published cutoff date, and the manufacturer fails to deliver the production year's vehicle, the contractor must provide next year's model at current contract bid prices.

13. SAFETY STANDARDS

It is intended that all specifications be in full and complete compliance with all Federal and State of Florida laws and regulations that apply to the type and class of vehicles being provided. This includes, but is not limited to, Federal MVSS, OSHA, and EPA standards, and Florida requirements for external noise control that apply to the type and class vehicle being provided. If an apparent conflict exists, the bidder must contact the Cooperative Bid Coordinator immediately. In addition, any Federal and State legislation which should become effective regarding vehicle safety shall immediately become a part of this contract. Contractor shall have the option to meet or exceed any such safety standard or cancel his portion of the contract by providing thirty (30) calendar days written notice to the Cooperative Bid Coordinator.

14. FACTORY INSTALLED

After market parts and components and factory produced parts and components ordered as parts and installed by the dealer, or a Contractor, do not meet the requirements of "Factory Installed" components, and will be rejected for noncompliance with the requirements of the specification.

In the event a component(s) that does not meet the specifications is found to be installed on a vehicle before or after the vehicle has been accepted by the customer, the Contractor shall be required to replace the vehicle with a vehicle that meets the required specifications, INCLUDING ALL FACTORY INSTALLED COMPONENTS. In the alternative, the customer shall decide whether they will accept dealer installed components. Failure of the contractor to comply with these requirements may result in a fine of up to \$1,000 per vehicle, and/or probation, suspension, and/or termination from the current bid and future bids at the Cooperative Bid Coordinator's discretion. Failure of the contractor to pay fines assessed by the FSA may result in suspension and/or termination from current and future bids at the Cooperative Bid Coordinator's discretion.

15. EQUITABLE ADJUSTMENT

The Cooperative Bid Coordinator may make an equitable adjustment in the contract terms or pricing in the contract at its discretion. Adjustments to pricing may occur for various reasons, such as if pricing or availability of supply (i.e. material surcharge) is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the contractor's control, (2) the volatility affects the marketplace or industry, not just the particular contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the contractor that continued performance of the contract would result in a substantial loss.

16. INDEMNIFICATION

Contractor shall be fully liable for the actions of its agents, employees, partners, or

subcontractors and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, Florida Association of Counties, Florida Fire Chiefs' Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including attorneys' 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 subcontractors; 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, Florida Association of Counties, Florida Fire Chiefs' Association, and participating agencies.

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

17. C.I.D./LITER AND HORSEPOWER

Bidder shall bid the smallest available engines meeting or exceeding the C.I.D./Liter and minimum horsepower requirements. Horsepower ratings listed were based on the best information available at the time the specifications were developed.

18. PRE-DELIVERY SERVICES

Bidder's attention is directed to the pre-delivery service requirements as detailed. To assure proper pre-delivery service, the contractor shall provide, at time of delivery, a completed copy of the manufacturer's standard retail sale pre-delivery inspection form (examples are listed below).

- *1. CHRYSLER NEW PREPARATION, INSPECTION AND ROAD TEST
- *2. FORD PRE-DELIVERY SERVICE RECORD
- *3. GM NEW VEHICLE INSPECTION PROCEDURE

(*OR MANUFACTURER'S LATEST PRE-DELIVERY INSPECTION FORM)

19. ORDER, DELIVERY AND LIQUIDATED DAMAGES

A. Order

- 1) Eligible customers shall issue a purchase order to the contractor, and such purchase order shall bear the contract or bid number and the customer's federal identification number, shall be placed by the customer directly with the contractor, and shall be deemed to incorporate the contract solicitation terms and conditions. If a contractor receives a purchase order for a specification for which they were not awarded, the contractor must notify the customer and return the purchase order to the customer.
- 2) Contractor shall state in space provided on each price sheet the approximate time required for delivery after receipt of purchase order. When the contractor fails to meet the delivery requirements as stated on the Confirmation of Order, the customer may allow additional time or may obtain the vehicle(s) elsewhere, and cancel the contract immediately upon written notice.

- 3) 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.
- 4) Contractor shall place order with manufacturer within ten (10) calendar days after receipt of purchase order. Contractor shall assure that all orders are placed in full compliance with the specifications and purchase order.
- 5) It is the contractor's responsibility to insure that the vehicle ordered by the customer is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The contractor's acceptance of a customer's order will indicate that the contractor agrees to deliver a vehicle that will be fully compatible with all of its options. Any changes that are required to bring a vehicle into compliance with its various options due to an incorrect order will be accomplished at the contractor's expense.
- 6) A "Confirmation of Order" form shall be completed and returned to the customer placing order(s) against this contract, (a sample copy of the confirmation form is included). A completed form shall be returned to the customer within fourteen (14) calendar days after receipt of purchase order without prompting or notification by the customer. Any additional information needed to complete this form should be obtained by contacting the customer. The form may be modified to accommodate each customer individually as necessary. **Repeated failures by the contractor to submit completed Confirmation of Order forms to the ordering customers shall be grounds for fines up to \$1,000 per vehicle, and/or suspension, and/or termination from the current bid and future bids at the Cooperative Bid Coordinator's discretion. Failure of the contractor to pay fines assessed by the FSA may result in suspension and/or termination from current and future bids at the Cooperative Bid Coordinator's discretion.**

B. Delivery

- 1) Contractor shall complete delivery of the vehicle to the customer within fourteen (14) calendar days after receipt of the vehicle(s) from the manufacturer or equipment supplier. Vehicles originating as an incomplete vehicle would be exempt.
- 2) Receipt of a vehicle by the contractor is defined as acceptance of the vehicle(s) from a common carrier at the contractor's place of business or any third party's place of business.
- 3) 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 and ordinances. **Any delivery accomplished by driving a pursuit vehicle must use an "OUT OF SERVICE" cover on lightbars.** All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. Incomplete vehicles would be exempt.
- 4) At the purchaser's option, a vehicle with more than 350 odometer miles may be rejected or 51 cents per mile in excess of 350 miles may be deducted from the invoice, unless previously approved by the purchasing agency. This requirement also applies to redelivery of vehicles which were rejected upon delivery. In any event, all warranties shall begin at the time of delivery and final acceptance by the purchaser. Incomplete vehicles would be exempt.
- 5) Contractor shall notify agency personnel designated on purchase order no less than 24 hours prior to delivery. Deliveries will be accepted only between 8:00 A.M. and 3:00 P.M. on agency's normal work days. Transport deliveries must be unloaded and ready for inspection prior to 3:00 P.M. Deliveries not complying with these requirements may be rejected and will have to be redelivered at contractor's expense.

- 6) All vehicles must contain no less than 1/4 tank of fuel as indicated by fuel gauge at time of delivery, except for vehicles and equipment with tanks over one hundred (100) gallons in capacity, which must contain a minimum of 20 gallons of fuel.

C. Liquidated Damages

- 1) Should the contractor fail to comply with the requirements in Section B above, the agency may invoke liquidated damages of \$20.00 per day per unit for each day beyond the specified delivery requirements.
- 2) Liquidated damages shall not be assessed for a delay resulting from the contractor's failure to comply with delivery requirements if neither the fault nor the negligence of the contractor 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 contractor's control, or for any of the foregoing that subcontractors or suppliers if no alternate source of supply is available to the contractor. In case of any delay the contractor believes is excusable, they shall notify the customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the vendor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the vendor first had reason to believe that a delay could result. The foregoing shall constitute the contractor's sole remedy or excuse with respect to delay.

20. QUANTITY DISCOUNTS

Contractors are urged to offer additional discounts for one time delivery or large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the contract.

21. ACCEPTANCE

IT IS THE PURCHASER'S RESPONSIBILITY TO THOROUGHLY INSPECT EACH VEHICLE PRIOR TO ACCEPTANCE. COPIES OF THE BID SPECIFICATIONS AND PURCHASE ORDER FOR THE VEHICLE 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 PURCHASE ORDER. PURCHASERS ARE TO ALSO INSPECT THE VEHICLE FOR PHYSICAL DAMAGE.

Delivery of a vehicle to a customer 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(S) DIFFER IN ANY RESPECT FROM SPECIFICATIONS, PAYMENT WILL BE WITHHELD UNTIL SUCH TIME AS THE CONTRACTOR COMPLETES NECESSARY CORRECTIVE ACTION.

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

- a. Copy of "Customer's Purchase Order"
- b. Copy of the applicable "Vehicle Specification"
- c. Copy of "Manufacturer's Invoice" or "Window Sticker". Copy of manufacturer's invoice if vehicle model is not delivered with a window sticker. Prices may be deleted from manufacturer's invoice.

- d. Copy of "Pre-Delivery Service Report"
- e. "Warranty Certification"
- f. Owner's manual
- g. DHSMV 82040, "Application for Certificate of Title and/or Vehicle Registration" (for signature of authorized representative)
- h. "Rust proofing Certificate/Warranty", if applicable.

DELIVERIES THAT DO NOT INCLUDE THE ABOVE FORMS AND PUBLICATIONS WILL BE REFUSED.

22. INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the customer placing orders against this contract. Contractors should invoice each customer independently from the Florida Sheriffs Association, Florida Association of Counties and the Florida Fire Chiefs' Association for vehicle(s) purchased from this contract.

The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods. Upon receipt of goods, a customer has three (3) working days to inspect and approve the goods and services. The Florida Prompt Payment Act (as stated in Sections 218.70-218.80, Florida Statutes), will apply to ensure timely payment of contractor invoices.

The invoice(s) shall indicate the following but is not limited to these requirements:

Shipping location, purchase order number, quantity shipped, price, date, make, model and serial number of vehicle(s).

23. INADEQUATE SERVICE

When equipment requires service or adjustments upon delivery, the contractor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized dealer, or others, to remedy the defect. Such service or adjustments shall be initiated by the contractor within forty-eight (48) hours (not including weekends and holidays) after notification by a customer. Delivery will not be considered complete until all service and/or adjustments are satisfactory and the equipment redelivered. The provisions of the delivery paragraph shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the contractor until the equipment is satisfactory and accepted by the customer.

24. WARRANTY, REPAIRS AND SERVICE

Failure by any manufacturer's authorized representative to render proper warranty service/ adjustments, including providing a copy of the warranty work order to the customer, shall subject that representative and the contractor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the Cooperative Bid Coordinator.

25. FSA ADMINISTRATIVE FEES FOR ALL SPECIFICATIONS

Dealers **ARE** to include a one-half percent (.005) administrative fee in their base bid prices and their quotes and pricing for all additional equipment items (add options). The one-half percent (.005) will be incorporated into and made a part of the total invoice amount and shall not be treated or added as a separate line item.

26. SUMMARY OF TOTAL SALES

Contractor shall furnish the Cooperative Bid Coordinator a detailed “Summary of Total Sales” (hereinafter referred to as “Quarterly Activity Report”) supported by complete copies of the purchase orders from participating agencies at the end of each quarterly contract period. The Quarterly Activity Report shall include the total number of units of each specification and the total dollars for each specification.

“Quarterly Activity Reports” must be submitted no later than 15 days after the end of each of the following quarterly contract periods:

October 1	-	December 31
January 1	-	March 31
April 1	-	June 30
July 1	-	September 30

Quarterly Activity Reports must be prepared in the following format and all information contained in the report must be supported by complete, legible copies of all purchase orders in their entirety:

Column 1	=	Name of Purchasing Agency
Column 2	=	Purchase Order No.
Column 3	=	Quantity Sold
Column 4	=	Specification No.
Column 5	=	Vehicle Type (indicate 4x4 – where applicable)
Column 6	=	Purchase Order Date
Column 7	=	Expected Delivery Date
Column 8	=	Total Purchase Order Amount
Column 9	=	Total Administrative Fee

Column 6, 7, and 8 applies to trucks starting with the tilt cab and chassis and all heavy equipment. Please make sure that your “Quarterly Report” has your dealership name and the quarter indicated that you are reporting. Also, keep specifications in numerical order and grouped together.

Note: Should there be no activity during a given quarter, Contractor is required to submit a report, and must indicate “NO SALES THIS QUARTER” on the report.

A SAMPLE OF THE PROPER FORMAT TO SUBMIT YOUR “QUARTERLY ACTIVITY REPORTS” IS INCLUDED. REPORTS WHICH DO NOT ADHERE TO THE REQUIRED FORMAT AND/OR NOT SUPPORTED BY COMPLETE, LEGIBLE COPIES OF ALL PURCHASE ORDERS IN THEIR ENTIRETY WILL BE RETURNED TO THE REPORTING DEALERSHIP FOR CORRECTION OF CITED DEFICIENCIES. DELAYS RESULTING FROM SUCH DEFICIENCIES MAY PLACE THE DEALER IN NON-COMPLIANCE WITH THE TIME LINE REQUIREMENTS SET FORTH IN SECTION 27 PART B OF THE CONTRACT.

All notices for quarterly reports will be sent via email – there will be no faxed reminders for contractors to submit quarterly reports. All participating contractors will be responsible for making sure that the Florida Sheriffs Association has the correct e-mail address for the person responsible for all quarterly reports. This information must be submitted to Lynn Meek at lmeek@flsheriffs.org.

27. CONTRACTING DEALERS' QUARTERLY ACTIVITY REPORT AND FEE DEPOSIT REQUIREMENTS

After receipt of payment from contract purchases, all administrative fees shall be payable by the Contractor to the Florida Sheriffs Association 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 detailed Quarterly Activity Report as defined in section 27, "Summary of Total Sales" of the contract. By submission of these Quarterly Activity Reports and corresponding fee deposits, the Contractor is certifying the accuracy of such reports and deposits. All reports and fee deposits shall be subject to audit by the Florida Sheriffs Association. Copies of customers' original purchase orders will be used by the FSA as a check and balance measure.

Contractors that fail to submit fees and Quarterly Activity Reports will incur a \$25 per day late fee for every day that fees and reports are past due, beginning on the 20th day of the month following the end of the quarter. Such fees are to be included in contractor's fee submission; however, any late fees that are not included in the fee submission will be invoiced to the contractor by the Florida Sheriffs Association, and any late fees not paid within 30 days of invoice may result in your disqualification as a bidder in the following year's solicitation.

Failure to submit fees with accompanying sales summary reports, even if there are no sales, within 30 calendar days following the end of each quarter may result in the dealer being found in default. All procurement cost may be charged against the defaulting dealer and may result in immediate cancellation of your contract by the Florida Sheriffs Association and removal from its bidder's list.

28. ALTERNATIVE FUELED VEHICLES

The Florida Sheriffs Association, Florida Association of Counties and Florida Fire Chiefs Association encourage the purchase of alternative fueled vehicles. Bidders shall provide prices for any standard production, special productions, limited production or experimental vehicles available from the vehicle manufacturer for any of the classes of vehicles specified in this bid. State the production status of the vehicle and enclose any and all available literature and information for each specification bid.

29. EXCEPTIONS TO BID

All bid submittals must clearly state with specific detail all deviations to the requirements imposed upon the Bidder by the Instructions to Bidders (Part A), the Special Conditions (Part B), General Requirements For All Vehicles (Part C) and the Emergency Vehicle Lighting Specifications (Part D). Such deviations should be stated upon the Detailed Specifications Bid Proposal (Part E) or appended thereto. Bidders are hereby advised that the Cooperative Bid Coordinator will only consider bid proposals that meet the specifications and other requirements imposed upon them by this bid package. In instances where an exception is stated upon the Detailed Specifications Bid Proposal (Part E), said bid proposal will be subject to rejection by the Cooperative Bid Coordinator in recognition of the fact that said bid proposal does not meet the exact requirements imposed upon the Bidder by the Instructions to Bidders (Part A), the Special Conditions (Part B), and the General Requirements For All Vehicles (Part C).

30. 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.

31. NONDISCRIMINATION

Contractor shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, national origin, physical or mental disability, marital status or medical status. Contractor shall take affirmative action to ensure that applicants, subcontractors, Independent Contractors, and employees are treated without discrimination in regard to their race, color, religion, sex, national origin, disability or medical status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. The Contractor agrees that compliance with this article constitutes a material condition of this contract.

32. FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the default nor the negligence of the Contractor or its employees or agents 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 Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the customer or the Florida Sheriffs Association. The Contractor shall not be entitled to an increase in the contract price or payment of any kind from the customer or the Florida Sheriffs Association for direct, indirect, consequential, impact or other costs, expenses or damages, but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Florida Sheriffs Association, in its sole discretion, that the delay will significantly impair the value of the contract to the Florida Sheriffs Association or to customers, in which case the Florida Sheriffs Association may (1) accept allocated performance or deliveries from Contractor, provided that the Contractor grants preferential treatment to customers with respect to products subjected to allocation, and/or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the contract quantity, or (3) terminate the contract in whole or in part.

33. WARRANTY OF AUTHORITY

Persons signing the contract warrant that he or she is duly authorized to do so and to bind the respective party to the contract.

34. WARRANTY OF ABILITY TO PERFORM

The Contractor warrants that, to the best of its 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 contractor's ability to satisfy its contract obligations. The contractor warrants that neither it nor any affiliate is currently on the convicted vendor

list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The contractor shall immediately notify the Cooperative Bid Coordinator in writing if its ability to perform is compromised in any manner during the term of the contract.

35. ANTI-COLLUSION STATEMENT

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business or corporation submitting a bid for the same services, materials, supplies, or equipment, and that this bid is in all respect fair, and without collusion or fraud.

CONFIRMATION OF ORDER

**Florida Sheriffs Association, Florida Association of Counties
& Florida Fire Chiefs' Association
PURSUIT, ADMINISTRATIVE NON-PURSUIT, UTILITY VEHICLES,
TRUCKS & VANS, & OTHER FLEET EQUIPMENT
BID NO. 11-19-0907**

Dealers are to complete and return this confirmation of order form by fax or mail to the following location listed below within fourteen (14) calendar days after receipt of purchase order.

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: _____

**FLORIDA SHERIFFS ASSOCIATION,
FLORIDA ASSOCIATION OF COUNTIES &
FLORIDA FIRE CHIEFS' ASSOCIATION**

**PART C - GENERAL REQUIREMENTS
FOR ALL VEHICLES**

BID 11-19-0907

1. IN GENERAL

The requirements specified herein apply to all vehicles purchased under the terms and conditions of this contract. This specification is not complete without the specific requirements described in the detailed specifications for the particular vehicle to be purchased. In the event there is a conflict between the requirements of this specification and those of the enclosed detailed specifications, the requirements as stated in the detailed specifications for the vehicle to be purchased shall apply.

2. GENERAL SPECIFICATIONS

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

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

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

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

ENGINE:

Must have the maximum capacity cooling system available on model bid; permanent antifreeze; coolant recovery system, factory installed.

PERFORMANCE ITEMS:

Parking brake warning light, if applicable.

SAFETY ITEMS:

Seatbelts (lap and shoulder), all locations available.

Minimum 2-speed electric windshield wipers; windshield washer(s).

Interior dome light(s) that operate from push-button door switches.

TIRES AND WHEELS:

Black sidewall tires preferred. White sidewall tires are acceptable if supplied as standard equipment from the manufacturer.

All spare tires are to be supplied as standard equipment from the manufacturer. Full size spare tires if not the manufacturer's standard base option shall be treated as an add option.

CHASSIS, FRAME, CAB:

Manufacturer's standard paints and colors, factory painted. To include all standard and optional clearcoat and metallic paints and colors offered by manufacturer.

Inside hood release, if available.

CONDITIONS:

In addition to equipment specified by these specifications and by the applicable detailed specifications, vehicle shall be equipped with all standard equipment as specified by the manufacturer for this model, and shall comply with all EPA Emission Standards and all Federal Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles.

The successful bidder shall be responsible for delivering vehicles that are properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

- a. Complete lubrication of chassis, engine, and operating mechanisms with manufacturer's recommended grades of lubricants;
- b. Check all fluid levels to assure proper fill;
- c. Adjustment of engine to proper operating condition;
- d. Inflate tires to proper pressure;
- e. Check to assure proper operation of all accessories, gauges, lights and mechanical and hydraulic features;
- f. Front end alignment and wheels balanced, including spare;
- g. Focusing of headlights;
- h. Cleaning of vehicle, if necessary, and removal of all unnecessary tags, stickers, papers, etc. **DO NOT** remove window price sticker or supplied line sheet;
- i. Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- j. Owner's manual and warranty manual to accompany each vehicle;
- k. All specified as "factory installed" is to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no dealer installed equipment will be accepted as "factory installed". Vendors found supplying aftermarket or dealer installed equipment where "factory installed" is specified may be required to retrieve all vehicles delivered and reorder new vehicles meeting the specifications. Failure of the contractor to comply with these requirements may result in a fine of up to \$1,000 per vehicle, and/or probation, suspension, and/or termination from the current bid and future bids at the Cooperative Bid Coordinator's discretion. Failure of the contractor to pay fines assessed by the FSA may result in suspension and/or termination from current and future bids at the Cooperative Bid Coordinator's discretion.

- l. Manufacturer's suggested retail price list sheet (window sticker) form **MUST** be in the vehicle when it is delivered to the purchasing agency. Vehicles that are missing this form, or have forms that have been altered, will not be accepted;
- m. All dealer installed accessories (rollbar, trailer hitch, etc.) shall be installed according to the manufacturer's specifications. All such accessories must be manufactured by a recognized manufacturer of the product provided, unless the accessory is not available from a recognized manufacturer. Location, design, and model of rollbars must be approved prior to installation.

CONTRACTOR INSTALLED EQUIPMENT

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

The Florida Sheriffs' Association Bid Coordinator may at any time during the contract period request proof of the required certification. Any awarded contractor that violates this provision will be considered in default of the contract. The contract may then be terminated upon ten day written notice of said violation.

OPERATING PERFORMANCE

Vehicle must be suitable for traffic and other law enforcement operational needs and meet or exceed minimum standards of performance, as specified in the Michigan State Police Report for current year Police Patrol Vehicle Evaluation and Purchasing Program Report.

- a. Acceleration
- b. Braking
- c. Top Speed

3. BRAKE TEST AND CERTIFIED SPEEDOMETER, PURSUIT VEHICLES ONLY

A. Brake Test

All vehicles delivered under this specification must be capable of passing the following braking test:

- 1) Test vehicles will be required to make four (4) consecutive stops from 90 MPH with a constant deceleration rate of 2 ft. per second maintained from 90 to 0 MPH. Immediately following this brake heat-up procedure, a controlled impending skid stop will be made from 60 MPH.
- 2) After a four-minute cooling period, test "A-1" will be repeated. Immediately following, each vehicle is required to complete a panic stop from 60 MPH. Evidence of brake fade and ability of the vehicle to stop in a straight line within a 12 ft. lane will be evaluated.

B. Certified Speedometer (Police Package Vehicles Only)

The speedometer shall be calibrated and accurate to within 2 MPH at all speeds to 120 MPH. Face marking shall not be in increments greater than 2 MPH up to 120 MPH. Dial face shall contain the wording "CERTIFIED SPEEDOMETER".

**FLORIDA SHERIFFS ASSOCIATION,
FLORIDA ASSOCIATION OF COUNTIES &
FLORIDA FIRE CHIEFS' ASSOCIATION**

**PART D - EMERGENCY VEHICLE
LIGHTING SPECIFICATIONS**

BID 11-19-0907

PREMIUM LIGHTBAR PACKAGE:

- CPLB – LED 2 TIER Code 3 Defender® (Model DF47 A2) includes brand new Code 3 Tri-Core™ light source modules: Four (4) front TC6 modules, Six (6) rear TC6 modules, pair of TC-take-downs, pair of TC alleys; Siren & Light Controller: 3892L6 Master Com siren, or 3997R-CC siren or Handheld H2 Covert 3599L5 siren; C3100 Speaker, New Lit3Kit Mounting Kit.
- DRPLB – LED 144 D&RElectronics – (Model DRPLB-46-144) PROWLER-II 46” Lightbar, LED, 100% filled with no open holes Single tier, with 8 Linear, Front Facing 6-LED Light Modules, 8 Linear, Rear Facing 6-LED Light Modules, and 8 Linear, Corner, 6-LED Light Modules. Light bar has a total of 144 high Power Gen 3.5 LED’s. Includes INTIMIDATOR Light and Siren Controller, includes; 2 LED Alley lights and 3 LED Take down Lights, Compact 100-Watt Siren Speaker and bracket. LED Light-Bar and Siren Speaker are SAE Certified and Approved. Specify vehicle and lightbar color – (Red/Blue, Blue/Blue, Red/Red).
- DRPLB – LED D&RElectronics – (Model DRPLB-46-132) PROWLER-II 46” Lightbar Deluxe LED, 100% filled with no open holes; single tier with 8 Linear, Corner, 6-LED modules, 8 Linear, Front Facing 6-LED Light Modules, 8 Linear, Rear Facing 6-LED Light Modules, RDS-RK compact Intimidator Light and Siren Controller, 100-watts, include LED Alley lights and 3 LED Take down, Siren Speaker and bracket. Specify vehicle and lightbar color – (Red/Blue, Blue/Blue, Red/Red).
- FPLB – LED 2 TIER Federal Signal Deluxe Marked Patrol 2 Tier LED Lightbar Package - Federal Signal All LED 44” VistaSL™ Lightbar (Model 581034) with 100% LED warning light coverage (CONTAINS NO EMPTY HOLES OR MISSING DIODES). Lightbar feature FSC patented Solaris™ optic modules. Lightbar is equipped standard with flashing and/or steady burning 50-watt halogen takedown lamps and 35-watt alley assemblies and full 5-year warranty. Package also includes a Federal Signal 100-watt PA-640 Programmable, Full-Feature Light and Siren Controller (Model 640000), and 100-watt SAE approved siren speaker w/vehicle specific mounting bracket (Speaker Model 750501 for CVPI; or Model ES100 for all others). Lightbars are available in red, blue, amber, or any combination of these colors.
- FPLB – LED Federal Signal 45” All LED Legend™ Lightbar (Model LGD45) Lightbar fully populated with 100% LED warning light coverage (CONTAINS NO EMPTY HOLES OR MISSING DIODES). Lightbar features FSC patented Solaris™ optics and utilize patented ROC™ (Reliable On-

board Circuitry) Technology. All lightbars are equipped standard with Ultra Bright White LED flashing and/or steady burning Patented Solaris takedown and alley assemblies, as well as built-in SignalMaster™ functions and full 5-year warranty. Lightbar is available with either clear or colored top domes, for lower profile or high-visibility. Package also includes a Federal Signal 100-watt PA-640 Programmable, Full-Feature Light and Siren Controller (Model 640000), and 100-watt SAE approved siren speaker w/vehicle specific mounting bracket (Speaker Model 750501 for CVPI; or Model ES100 for all others). Hotfoot Upgrade available on Legend lightbars. Lightbars are available in red, blue, amber, or any combination of these colors.

PCOPLB – LED

Tomar Electronics All LED 970L Scorpion 49" Lightbar (150 LED count, full bar-no blanks), easy maintenance modular construction, 4 triple LED Takedown/triple LED Alley modules integrated into flash pattern (brighter than standard halogen modules), integrated 2-wire Traffic Director (programmable 8 or 6 modules), Corner Cruise, Aerodynamic Mounting Brackets, 940L-SIREN Digital Light/Siren Controller (3 mode, 6 switch, dimmer, integrated Traffic Dir. Control), SPK100 100W slimline speaker w/mount.

RPLB – LED

Rontan SaberLux-S® 45" Double Deluxe MigFoot – Fully LED Populated (no gaps between the light heads) with 12x1 reflective LEDs Corner Light heads. Internal LED Takedowns and Alley lights, stacked Dual Color Directional Stick LED light heads (Red/ Amber and Blue/ Amber). Cut hear and Cut Front functionality, comprehensive library of flash patterns. Two wire digital technology. Available in Red, Blue, Amber or any color combinations (SAE approved). Dimmer Control for day and night light intensity adjustments. Including also Rontan Intelligent Siren IS3000-S® with 21 buttons + 3 Slide switches positions. Programmable full featured digital siren amplifier and light controller with soft-touch switches and assignable functionalities. The Remote Light Control has an advanced design in engineered plastic and a silicon soft-touch keyboard, which guarantees protection against possible sprinkles. Easy Rontan drag&drop software solution for lights and siren functions customizations. 50/100/200 W compact size anodized aluminum CPU Box, PA microphone, radio admission, Light controller data transmission extension cable and face plate, stickers for control head keypad customization. YH100 Speaker 100W output power (meets class A, SAE J1849 and CE Standards).

SPLB – LED

Signal Laser (Model 7460 LEDP-FSA) Deluxe Marked Patrol LED Lightbar Package. 46"-14 M-Tech Heads with (2) Flashing/Takedown lights, (2) Alley lights with aluminum extruded tops and base. With 8 Head LED Traffic Advisor: LCS 790 Combination Light Controller/Siren, D44 Speaker and Brackets. Lights may be red, blue amber or any combination. Specify color. All of our lights are made and assembled in the USA.

SOPLB – LED 2 TIER

SoundOff Signal Premium LED Lightbar Package - SoundOff Signal All LED 48" ETL5000 (Model ETL5000) with 20 LED modules with 142 LED (CONTAINS NO EMPTY HOLES OR MISSING DIODES). Lightbar is equipped standard with flashing and/or steady burning

LED TAKEDOWN and LED ALLEYS. 5 year warranty is included on ETL5000. Package also includes a SoundOff 200 watt Dual Tone 380 Remote, series siren (Siren Model number ETSA380R) with integrated lighting and arrow controls to control auxiliary items as well as the optional full or split rear arrow along, and 100-watt SAE approved siren speaker w/vehicle specific mounting bracket (Speaker Model ETSS100H), please specify vehicle bracket needed. Lightbars are available in red, blue, amber, or any combination of these colors

SOPLB – LED

SoundOff Signal Premium LED Lightbar Package - SoundOff Signal All LED 48" EPL9000 (Model EPL9000) with 16 LED modules with 122 LED (CONTAINS NO EMPTY HOLES OR MISSING DIODES). Lightbar is equipped standard with flashing and/or steady burning LED TAKEDOWNS and LED ALLEYS. 5 year warranty Included on EPL9000. Package also includes a SoundOff 200 watt Dual Tone 380 Remote series siren (Siren Model number ETSA380R) with integrated lighting and arrow controls to control auxiliary items as well as the optional full or split rear arrow along, and 100-watt SAE approved siren speaker w/vehicle specific mounting bracket (Speaker Model ETSS100H), please specify vehicle bracket needed. Lightbars are available in red, blue, amber, or any combination of these colors.

WPLB – LED 2 TIER

Whelen Premium All Led Lightbar Dual Level (Model FX8-FLD-FSA) Freedom Lightbar With (14) 2-Tier Led Modules, Two Wire Controlled Traffic Advisor, (2) LED Flashing/Takedown Lights, (2) LED Flashing/Alley Lights, Mounting Kit, 295SLSA6 Combination Light/Siren Controller, SA315P Siren Speaker and Mounting Bracket.

WPLB – LED 1 TIER

Whelen Premium All Led Lightbar (Model SX8-SLD-FSA) LFL Liberty Lightbar With 15 Led Modules, Two Wire Controlled Traffic Advisor, (2) LED Flashing/Takedown Lights, (2) LED Flashing/Alley Lights, Mounting Kit, 295SLSA6 Combination Light/Siren Controller, SA315P Siren Speaker and Mounting Bracket.

911PLB – LED

911EP (Model GALE48CUS) Galaxy Elite 48" LED Lightbar, with 2 LED takedowns, 30+ Preprogrammed Flash Patterns (re-programmable), integrated traffic director, capable of future technology integration, complete 360° coverage, 116 LED count, any color.

MEDIUM LIGHTBAR PACKAGE:

CMLB – LED

Code 3 (Model FSA-CMLB-2747A 2-CC) RX2700 47"; 4 Corner P12 Prizm Reflectors, 8 P8 Prizm reflectors, 2-P3 Prizm Reflectors, with standard LED TD & Alleys. Also includes, Siren & Light Controller: 3892L6 Master Com siren or 3997R-CC remote siren or Handheld H2 Covert 3599L5 siren; C3100 speaker; new Lit3Kit Mounting Kit.

FMLB – LED

Federal Signal 45" All LED Legend™ Lightbar (Model LGD45), or 44" All LED ArjentS2™ Lightbar (Model 583004), either lightbar fully populated with 100% LED warning light coverage (CONTAINS NO EMPTY HOLES OR MISSING DIODES). Both lightbars feature FSC patented Solaris™ optics and utilize patented ROC™ (Reliable

Onboard Circuitry) Technology. All lightbars are equipped standard with Ultra Bright White LED flashing and/or steady burning Patented Solaris takedown and alley assemblies, as well as built-in SignalMaster™ functions and full 5-year warranty. Both lightbars are available with either clear or colored top domes, for lower profile or high-visibility. Package also includes a Federal Signal 100-watt PA-640 Programmable, Full-Feature Light and Siren Controller (Model 640000), and 100-watt SAE approved siren speaker w/vehicle specific mounting bracket (Speaker Model 750501 for CVPI; or Model ES100 for all others). Hotfoot Upgrade available on Legend lightbars. Lightbars are available in red, blue, amber, or any combination of these colors.

PCOMLB – LED

Tomar Electronics All LED 970L Scorpion 49" Lightbar (150 LED count, full bar-no blanks), easy maintenance modular construction, 4 triple LED Takedown/triple LED Alley modules integrated into flash pattern (brighter than standard halogen modules), integrated 2-wire Traffic Director (programmable 8 or 6 modules), Corner Cruise, Aerodynamic Mounting Brackets, 295LSA6 Combination Light/Siren Controller (3 mode, 6 switch), SA315P 100W Speaker w/mount.

RMLB – LED

Rontan WingLux-S® 47" Optimum MigFoot – Fully LED Populated (no gaps between the light heads) with 360° visibility. Internal LED Takedowns and Alley lights, Directional Stick LED light heads (Amber, Blue, Red). Cut hear and Cut Front functionality, comprehensive library of flash patterns. Two wire digital technology. Available in Red, Blue, Amber or any color combinations (SAE approved). Dimmer Control for day and night light intensity adjustments. Rontan RT100-SDUS® - 21 Command keys with LED indicator, 50/100W Siren to drive all the acoustic and visual features. PA Microphone, radio admission, volume adjust, external fuses, 4 signal outputs (250 mA), Admission signal for ignition and backlight panel, System battery management. YH100 Speaker 100W output power, 12V, 8 ohms, 122dB (meets class A, SAE J1849 and CE Standards).

SMLB – LED

Signal (Model 2420LEDM-FSA) Medium Marked Patrol LED Lightbar Package - 14 M-Tech LED Heads, (2) Flashing /Takedown Lights, (2) Flashing/Alley Lights; LCS770 100Watt Siren, D44- Speaker and Brackets, LED lights may be blue, red, amber or any combination - specify color. All of our lights are made and assembled in the USA.

SOMLB – LED

SoundOff Signal Medium LED Lightbar Package - SoundOff Signal All LED 48" ETL5000 (Model ETL5000) with 18 LED modules with 132 LED (CONTAINS NO EMPTY HOLES OR MISSING DIODES). Lightbar is equipped standard with flashing and/or steady burning quad 35-watt halogen takedown lamps and 35-watt alley assemblies. A 5 year warranty is included on the ETL5000. Package also includes a SoundOff 100-watt 380 series siren (Siren Model number ETSA380MF) with integrated lighting controls and directional arrow switch to control optional full or split rear arrow, and 100-watt SAE approved siren speaker w/vehicle specific mounting bracket (Speaker Model ETSS100H), please specify vehicle bracket needed. Lightbars are available in red, blue, amber, or any combination of these colors.

WMLB – LED	Whelen Medium All Led Lightbar (Model JLE8-JLE-FSA) 50” Justice Series Lightbar With 18 Linear Led Modules, (2) Flashing/ Takedown LED Light (2) Flashing/ Alley LED Lights, Mounting Kit, Epsilon Combination Siren/Switch Controller, SA315P Siren Speaker and Mounting Bracket, SA315P Siren Speaker and Mounting Bracket.
911MLB – LED	911EP (Model GAL48CUS) Galaxy 48” LED Lightbar, with 2 halogen takedowns, 30+ Preprogrammed Flash Patterns, integrated traffic director, complete 360° coverage, 104 LED count, any color.

ECONOMIC LIGHTBAR PACKAGE:

CELB – LED	Code 3 (Model FSA-CELB-21E47-XX (specify AA (all amber); RR (all red); BB (all blue) RB (red/blue)) LED E series 2100 47” Lightbar w/ Center MR8-Takedowns & MR11-Alley Lights; 4 Corner OPX6 Modules, 6 front XT3E, 8 rear XT3E LED Modules; 3892L6S MasterCom Siren or 3599L5 H2 Covert handheld siren; and C3100 Speaker; New Basic Lit3Kit Mounting Kit.
DRELB – LED	D&R Electronics – Lightbar basic Linear LED modules, 95% single tier RDS Light and Siren Controller, 100-watts, include Alley lights and Take down, 100-watt Siren Speaker and bracket. Contains a total of 42 LED’s to the front and 48 LED’s to the rear. Specify vehicle and lightbar color – X (Red/Blue, Blue/Blue, Red/Red) PART # PLFS46-1RDSS-XX
FELB – LED	Federal Signal 45” All LED Legend™ Lightbar (Model LGD45), or 48” All LED JetSolaris™ Lightbar (Model JLX48L2S), either lightbar fully populated with 100% LED warning light coverage (CONTAINS NO EMPTY HOLES OR MISSING DIODES). Both lightbars feature FSC patented Solaris™ optics and utilize patented ROC™ (Reliable Onboard Circuitry) Technology. All lightbars are equipped standard with Ultra Bright White Patented Solaris LED takedowns and alley lamps, as well as built-in SignalMaster™ functions and full 5-year warranty. Legend lightbars are available with either clear or colored top domes, for lower profile or high-visibility. Package also includes a Federal Signal 100-watt PA-300 Programmable, Full-Feature Siren Unit (Model 690000), Federal Signal 6-Switch Control unit (Model SW300-012), and 100-watt SAE approved siren speaker w/vehicle specific mounting bracket (Speaker Model 750501 for CVPI; or Model ES100 for all others). Hotfoot upgrade available on Legend lightbars. Lightbars are available in red, blue, amber, or any combination of these colors.
PCOELB – LED	Tomar Electronics All LED 970L Scorpion 49” Lightbar (84 LED count, full bar-no blanks), easy maintenance modular construction, 4 triple LED Takedown/triple LED Alley modules integrated into flash pattern (brighter than standard halogen modules), integrated 2-wire Traffic Director (programmable 8 or 6 modules), Corner Cruise, Aerodynamic Mounting Brackets, 295SLSA6 Combination Light/Siren Controller (3 mode, 6 switch), SA315P 100W Speaker w/mount.

- RELB – LED Rontan StreamLux-S® 47” Optimum MigFoot – Fully LED Populated (no gaps between the light heads). Internal LED Takedowns and Alley lights, Directional Stick LED light heads (Amber, Blue and Red). Cut hear and Cut Front functionality, comprehensive library of flash patterns. Two wire digital technology. Available in Red, Blue, Amber or any color combinations (SAE approved). Dimmer Control for day and night light intensity adjustments. Rontan RT100-SDUS® - 21 Command keys with LED indicator 50/100W, Siren to drive all the acoustic and visual features. PA Microphone, radio admission, volume adjust, external fuses, 4 signal outputs (250 mA), Admission signal for ignition and backlight panel, System battery management. YH100 Speaker 100W output power, 12V, 8 ohms, 122dB (meets class A, SAE J1849 and CE Standards).
- SELB – LED Signal (Model 2464 LEDP-FSA) 46” all extruded aluminum LED bar with M-Tech lighting and with (2) center takedown lights either LED or Halogen, (2) alley lights, either LED or Halogen with Hi/Lo power select, front and rear shut off available LCS770- 100 Watt Siren, and new D44 speaker and brackets. LED lights may be blue, red, amber-specify color. All our lights are made and assembled in the USA.
- SOELB – LED SoundOff Signal Economy LED Lightbar Package - SoundOff Signal All LED 48” EPL9000 (Model EPL9000) with 16 LED modules with 122 LED (CONTAINS NO EMPTY HOLES OR MISSING DIODES). Lightbar is equipped standard with flashing and/or steady burning LED TAKEDOWNS and LED ALLEYS. 5 year warranty Included on EPL9000. Package also includes a SoundOff 100-watt 380 series siren (Siren Model number ETSA380MF) with integrated lighting controls and directional arrow switch to control optional full or split rear arrow, and 100-watt SAE approved siren speaker w/vehicle specific mounting bracket (Speaker Model ETSS100H), please specify vehicle bracket needed. Lightbars are available in red, blue, amber, or any combination of these colors.
- WELB – LED Whelen Economic All Led Lightbar (Model JLE4-JLE-FSA) Justice Series Lightbar With Led Modules, (2) Flashing/ Takedown LED Lights, (2) Flashing/ Alley LED Lights, Mounting Kit, Epsilon Series Combination Light/Siren Controller, SA315P Siren Speaker and Mounting Bracket.
- 911ELB – LED 911EP (Model GAL48CUSB) Galaxy 48” LED Lightbar, with 1 dual halogen takedown and ZERO blank modules. 30+ Preprogrammed Flash Patterns, integrated traffic director, complete 360° coverage, 110 LED count, any color.

PREMIUM UNMARKED PATROL PACKAGE:

- CPUMP – LED Code 3: Deluxe Unmarked Patrol Package (specify vehicle year, make and model) - Consist of Front and Rear Full-Width Interior LED System: LED Supervisor® SV333-XX; LED Wingmen WM022XX; 900 series Headlight Flasher (specify vehicle model); Four Corner LED HB915X(x=color) corner lights; Light Controller/Siren: 3892L6 siren

OR H2 Covert handheld 3599L5 siren; Speaker and Bracket - LED lights may be blue, red, amber or any combination - specify color.

FPUMP – LED

Federal Signal: Deluxe Unmarked Patrol Package - Consist of Front and Rear Full-Width Interior all LED ILS system with Ultra Bright White Patented Solaris LED Takedown Lights and Built-In rear SignalMaster; Headlight Flasher; Four Corner LED lighting system; Combination Light Controller/Siren; Speaker and Bracket - LED lights may be blue, red, amber or any combination - specify color.

RPUMP-LED

Rontan Deluxe Unmarked Patrol Package – Consist of Front and Rear Full-Width interior LED System: Low profile front light Vizorlight-S® light assembly, eight LED light heads (Red, blue, white and amber), including LED Takedown option. Interior rear mount, ultra-slim profile Decklight-S® light assembly, ten LED light heads, Directional Stick functionality. QuasarLights® Strobe and auxiliary lights system, 8 QuasarDot® lights of any color combination (Red, blue, white and amber). Rontan RT100-SDUS® - 21 Command keys with LED indicator 50/100W, Siren to drive all the acoustic and visual features. PA Microphone, radio admission, volume adjust, external fuses, 4 signal outputs (250 mA), Admission signal for ignition and backlight panel, System battery management. YH100 Speaker 100W output power, 12V, 8 ohms, 122dB (meets class A, SAE J1849 and CE Standards).

SPUMP – LED

Signal: Deluxe Unmarked Patrol Package – ULB44's which Consist of Front and Rear Full-Width Interior LED System with Takedown Lights; Headlight Flasher; 4 head spherical LDHF 311-4 corner LED undercover warning system. Choice of LCS770 Combination Light Controller/Siren or LCS 880 Full Feature Handheld Light Controller/Siren, Speaker and Bracket - LED lights may be blue, red, amber or any combination - specify color. All of our lights are made and assembled in the USA.

SOPUMP – LED

SoundOff Signal: Deluxe Unmarked Patrol Package - Consist of Front and Rear Full-Width Interior LED System with LED TAKEDOWN lights (EPL8000 for front, EPL8000R for rear); Headlight and Taillight Flashers; Four Corner LED Universal Undercover (ELUC2S010x); 200W dual tone, 380 Remote (ETSA380R) or 380 Handheld remote (ETSA385HR) combination Light Controller/Siren (ETSA380R); Speaker and Bracket - LED lights may be blue, red, amber or any combination - specify color.

WPUMP – LED

Whelen: Deluxe Unmarked Patrol Package - Consist of Front and Rear Full-Width Interior LED System (Eight 3-LED Module) with LED Takedown Lights; Headlight Flasher; Four Corner LED System, Hand Held or one piece Combination Light Controller/Siren; Speaker and Bracket - LED lights may be blue, red, amber or any combination – specify color. Also Available with Eight 6-LED Lamps for the Front Interior Light Bar. See upgrade in the A la Carte Section.

ECONOMIC UNMARKED PATROL PACKAGE:

CEUMP – LED

Code 3: Basic LED Unmarked Patrol Package - Consist of Interior

Rearview Mirror (XT601-XX-SS), Grille (XT4-XX) and Rear Deck LED System XT6-02-XX; Headlight Flasher (900 series - specify vehicle); four HB915W Code 3 LED hide-a-blast corner lights Basic (6) Switch Controller; Siren & Light Controller: 3892L6 Master Com or 3997R-CC or Handheld H2 Covert 3599L5.; Speaker and Bracket(s) - LED lights may be blue, red, amber or any combination - specify color.

DREUMP – LED

D&R Electronics: Basic LED Unmarked Patrol Package, Includes, dual (2) Front Windshield MR-6-LED Light Modules with Flash Shroud, Front Corner Hide-A-Way LED Inserts, Rear Tail Light LED Inserts, Dual MR-6 LED Lights for Rear Deck, Head-Light Flasher, PROTEC-1300S Hand-Held Light & Siren Control System with integrated PA in Hand-Held Controller, 100-Watt Siren Speaker and Bracket. Specify Vehicle and LED color.

FEUMP – LED

Federal Signal: Basic LED Unmarked Patrol Package - Consist of Interior Rearview Mirror, Grille and Rear Deck LED System (Minimum 2 Lights in Each Position); Headlight Flasher; Four Corner strobe system; Basic (6) Switch Controller; Siren, Speaker and Bracket(s) - LED lights may be blue, red, amber or any combination - specify color.

REUMP-LED

Rontan Optimum Unmarked Patrol Package – Consist of Front and Rear Full-Width Interior LED System: SquadLight-S® two modules with flashguard. Interior rear mount, ultra-slim profile pair of SquadLight-S® two modules (Red, blue, white and amber). QuasarLights® Strobe and auxiliary lights system, 6 QuasarDot® lights of any color combination (Red, blue, white and amber). Rontan RT100-SDUS® - 21 Command keys with LED indicator 50/100W, Siren to drive all the acoustic and visual features. PA Microphone, radio admission, volume adjust, external fuses, 4 signal outputs (250 mA), Admission signal for ignition and backlight panel, System battery management. YH100 Speaker 100W output power, 12V, 8 ohms, 122dB (meets class A, SAE J1849 and CE Standards)..

SEUMP – LED

Signal: Basic LED Unmarked Patrol Package - Consist of Interior Rearview Mirror, Grille and Rear Deck LED System (Minimum 2 Lights in Each Position)ULB9 single and RLKULB9 kit; Headlight Flasher; Four Corner Spherical LED hideaway system. SB4020 (6) Switch Controller; LCS770 100Watt Siren, Speaker and Brackets - LED lights may be blue, red, amber or any combination - specify color. All of our lights are made and assembled in the USA.

SOEUMP – LED

SoundOff Signal Basic LED Unmarked Patrol Package - Consist of Interior Rearview Mirror, Grille and Rear Deck LED System (Minimum 2 Lights in Each Position); Headlight and tail light flashers; Four Corner Universal Undercover LED system; ETSA385R 100W handheld remote Combination Light Controller/Siren, Speaker and Bracket(s) - LED lights may be blue, red, amber or any combination - specify color.

WEUMP – LED

Whelen: Basic All LED Unmarked Patrol Package - Consist of Interior Rearview Mirror, Grille and Rear Deck LED System (Minimum 2 Lights in Each Position) LED lights may be blue, red, amber or any

combination – please specify color; Headlight Flasher; Epsilon one piece Combination Light Controller/Siren, Speaker and Bracket; Four Corner LED System, may be blue, red, amber, white or any combination – please specify color.

911EUMP – LED

911EP: Basic LED Unmarked Patrol Package - Consist of Interior Rearview Mirror, Grille and Rear Deck LED System (Minimum 2 Lights in Each Position); Headlight Flasher; Four Corner Strobe System (60 Watt Power Supply Minimum); Basic (6) Switch Controller; Siren, Speaker and Bracket(s) - LED lights may be blue, red, amber or any combination - specify color. (Products will be combination of 911EP products and SoundOff Signal products.)

ADMINISTRATIVE VEHICLE PACKAGE:

CAVP

Code 3: Administrative Vehicle Package - Consist of Interior Rearview Mirror LED Light: XT4-02XX; Rear Deck LED Lights (Minimum of 2) XT6-02XX; Headlight Flasher: Code 3 900 series (specify year, make, model); Four Corner LED Hide-a-blast HB915X lights; Combination Light Controller/Siren: H2 Covert hand-held 3599L5 siren; C3100 Speaker and Bracket - LED lights may be blue, red, amber or any combination - specify color.

DRAVP

D&R Electronics, All LED Administrative Vehicle Package, Includes MR-6 LED Windshield Light with Flash Shroud, Front and Rear Tail Light LED Hide-A-Way Inserts for Corner Lights, Head-Light Flasher, PROTEC-1300S Hand-Held Light & Siren Control System, 100-Watt Siren Speaker with Bracket.

FAVP

Federal Signal: Administrative Vehicle Package - Consist of Interior Rearview Mirror LED Light; Rear Deck or Headliner LED Lights (Minimum of 2); Headlight Flasher; Four Corner LED lighting system; Combination Light Controller/Siren; Speaker and Bracket - LED lights may be blue, red, amber, or any combination - specify color.

RAVP

Rontan Optimum Administrative Vehicle Package – Consist of Front and Rear Full-Width interior LED System: SquadLight-S® two modules with flashguard. Interior rear mount, ultra-slim profile, Pair of SquadLight-S® two modules (Red, blue, white and amber). QuasarLights® Strobe and auxiliary lights system, 6 QuasarDot® lights of any color combination (Red, blue, white and amber). Rontan RT100-SDUS® - 21 Command keys with LED indicator 50/100W Siren to drive all the acoustic and visual features. PA Microphone, radio admission, volume adjust, external fuses, 4 signal outputs (250 mA), Admission signal for ignition and backlight panel, System battery management. YH100 Speaker 100W output power, 12V, 8 ohms, 122dB (meets class A, SAE J1849 and CE Standards).

SAVP

Signal: Administrative Vehicle Package - Consist of Interior Rearview Mirror LED Light-ULB9 Rear Deck or Headliner LED Lights (Minimum of 2)RLKULB9; Headlight Flasher; Four Corner spherical LED system LDHF 311- Choice of LCS770 Combination Light Controller/Siren or LCS 880 Full Feature Handheld Light Controller/Siren,D44

Speaker- and Bracket - LED lights may be blue, red, amber or any combination - specify color. All of our lights are made and assembled in the USA.

SOAVP

SoundOff Signal Administrative Vehicle Package - Consist of Interior Rearview Mirror LED Light; Rear Deck or Headliner LED Lights (Minimum of 2); Headlight Flasher; Tail light flasher; Four Corner Universal Undercover LED system; Combination Light Controller/Siren; Speaker and Bracket - LED lights may be blue, red, amber or any combination - specify color.

WAVP

Whelen: Administrative Vehicle Package - Consist of Interior Rearview Mirror LED Light; Rear Deck or Headliner LED Lights (Minimum of 2); Headlight Flasher; Four Corner LED System; Hand Held or Epsilon One Piece Combination Light Controller/Siren; Speaker and Bracket - LED lights may be blue, red, amber or any combination - specify color.

BID CALENDAR

BID 11-19-0907

Mandatory Vehicle Workshop July 13-14, 2011
Florida Sheriffs Association 9:00 a.m. EDT
Training Center
2617 Mahan Drive
Tallahassee, FL 32308

Vehicle Bid Award System open for testing August 12-15, 2011

PLEASE NOTE: If you experience any problems or difficulties with the VEBA site, you need to send an e-mail to support@liquifusion.com. Do not contact Lynn Meek or Peggy Goff at the FSA.

Pre-Bid Conference August 16, 2011
Florida Sheriffs Association 9:00 a.m. EDT
Training Center
2617 Mahan Drive
Tallahassee, FL 32308

Live Bids to be entered into System August 23, 2011
8:00 a.m. EDT

Deadline to submit requests for clarification August 30, 2011
12:00 noon EDT

Documentation of requests for clarification posted to VEBA August 31, 2011
5:00 p.m. EDT

Deadline to submit bid response September 7, 2011
12:00 noon EDT

Deadline to submit required documents September 8, 2011
5:00 p.m. EDT

Viewing of bid tabulation results September 8, 2011
(This is **NOT** notice of intended award) 10:00 a.m. EDT

**Review of Dealer PDF Files (VEBA Site) &
Notification of Concerns to FSA by Email Only** September 8-13, 2011

Posting of Notice of Intended Award September 20, 2011
10:00 a.m. EDT

SIGNATURE PAGE

PURSUIT, ADMINISTRATIVE NON-PURSUIT, UTILITY VEHICLES, TRUCKS & VANS, & OTHER FLEET EQUIPMENT BID NO. 11-19-0907

The undersigned declares that he or she has read, understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve dealer principal or dealer's authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The undersigned further declares that no other persons other than the dealer principal or dealer's authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The undersigned further declares that he or she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The undersigned further declares that he or she has provided a discount on all factory options included in this bid, and such discount will be included in all customer orders.

The undersigned further declares that he or she understands the financial responsibility associated with this bid as stated in Part A, Section 10, and further declares that he or she has the ability to meet the financial responsibility associated with this bid.

The undersigned further declares that he or she proposes to furnish the articles called for within the specified time in this proposal for the price stated on the bid form, and guarantees that parts and service for the articles listed below are available within the State of Florida, to wit:

Check the Applicable Box: Individual Partnership Corporation LLC

Federal Employer Identification Number (FEIN): _____

Please indicate if you are: MBE

(PLEASE PRINT)

Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, who is personally known to me or who has produced identification and who did take an oath.

Signature of Dealer Principal

Typed Name of Dealer Principal

Signature of Notary Public

Notary Public State of _____

My Commission Expires on _____

Stamped Seal:

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, who is personally known to me or who has produced identification and who did take an oath.

Signature of Dealer's Authorized Agent

Signature of Notary Public
Notary Public State of _____
My Commission Expires on _____
Stamped Seal:

Typed Name of Dealer's Authorized Agent

OFFICERS OF CORPORATION OR MEMBERS OF PARTNERSHIP

1. _____
Name: _____ Title: _____

Address, City, State, Zip:

2. _____
Name: _____ Title: _____

Address, City, State, Zip:

3. _____
Name: _____ Title: _____

Address, City, State, Zip:

Please Check One: Original Signatures Copy of Signatures

MANUFACTURER'S CERTIFICATION

**PURSUIT, ADMINISTRATIVE NON-PURSUIT, UTILITY VEHICLES,
TRUCKS & VANS, & OTHER FLEET EQUIPMENT
BID NO. 11-19-0907**

This is to certify that _____
(Vendor/Respondent Name)

is authorized to represent _____
(Manufacturer's Name)

in the State of Florida.

By:

Manufacturer: _____

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.

MEMO



FLORIDA SHERIFFS ASSOCIATION

P. O. Box 12519 • Tallahassee, FL 32317-2519
PHONE (850) 877-2165 • FAX (850) 878-8665
WEB SITE: www.flsheriffs.org

DATE: October 1, 2011

TO: **ALL PROSPECTIVE PARTICIPANTS**

FROM: Steve Casey Lynn Meek Peggy Goff
Executive Director Vehicle Bid Coordinator Vehicle Contract Manager

RE: **SHERIFFS' OFFICES & LOCAL GOVERNMENTAL AGENCIES
OF THE STATE OF FLORIDA COOPERATIVE BID FOR
PURSUIT, ADMINISTRATIVE NON-PURSUIT, UTILITY VEHICLES,
TRUCK & VANS, & OTHER FLEET EQUIPMENT
Bid No. 11-19-0907**

We are pleased to announce that the Florida Sheriffs Association, Florida Association of Counties and Florida Fire Chiefs' Association has successfully conducted its nineteenth statewide competitive bid for vehicles which includes police pursuit, administrative non-pursuit, utility vehicles, trucks & vans, backhoes, motorgraders, agriculture type tractors, skid steer loaders and regenerative air street sweepers. **This contract is effective beginning October 1, 2011 through September 30, 2012, as long as vehicles are available through fleet.**

Bids will be extended and guaranteed to any and all units of local governments and political subdivisions including, but not limited to, county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida.

In order to ensure quality service for our user agencies, we are requesting each of you to notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at lmeek@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

Also, when purchasing options, as required in Part A, Section 7, dealers are required to offer some discount below manufacturer's standard retail pricing (MSRP) for any factory add options.

All interested parties who wish to purchase from this contract may do so by following these simple procedures:

ORDERING INSTRUCTIONS

1. Contact the awarded dealership (see pages 64-71) listed in the zone from which you wish to purchase and advise them of your interest to purchase from **Bid No. 11-19-0907**. They will assist you with the placement of your order and answer any questions you may have regarding the

vehicles purchased through this program. **You can only purchase from a dealer who is listed as a winner of one of the four zones for the vehicle you wish to purchase.**

Agencies ordering a FORD, GENERAL MOTORS, CHRYSLER, or TOYOTA product, please be advised that you must use the appropriate FIN CODE/FAN CODE for the Florida Sheriffs Association in order to obtain the manufacturer's concessions. Also, you must use your FIN CODE/FAN CODE as a secondary number. For further assistance call the Fleet Customer Information Center for your appropriate manufacturer.

Manufacturer	Type Code	FSA Code	Fleet Center Contact Numbers	
FORD	FIN CODE	QE065	1-800-34-FLEET	(1-800-343-5338)
GENERAL MOTORS	FAN CODE	917872	1-800-FLEET OP	(1-800-353-3867)
CHRYSLER	FAN CODE	49313	1-800-999-FLEET	(1-800-999-3533)
TOYOTA	FIN CODE	GE159	1-800-732-2798	

- 2. YOU MUST send a copy of the original purchase order (including FSA's Contract No. 11-19-0907) submitted to the participating dealer by mail or electronically to:**

Florida Sheriffs Association

P. O. Box 12519

Tallahassee, Florida 32317-2519

ATTN: Lynn Meek, Cooperative Bid Coordinator

lmeek@flsheriffs.org

- 3. Basic information required on all purchase orders** is listed on Page 72 of this Bid Award Announcement. Purchase orders lacking the required basic information listed may result in the delay of placement and/or confirmation of orders. **The agency is responsible for obtaining a "Confirmation of Order" from the respective dealership. Dealers are required to complete a "Confirmation of Order" and send it to the purchaser within fourteen (14) calendar days after receipt of purchase order. Purchasers are encouraged to contact the dealer if a "Confirmation of Order" has not been received within a reasonable time frame and request its issuance.**

NOTE: Purchasers are reminded that the issuance of a Purchase Order does not in itself guarantee the placement of an order.

- Agencies which elect to purchase off this contract will incur the following Administrative Fees:
 - Pursuit, Administrative Non-Pursuit, Utility Vehicles, Trucks & Vans, & Other Fleet Equipment** – Dealers have included a one-half percent (.005) administrative fee in the base price and all add options that are listed. The one-half percent (.005) will also be included in any additional equipment (add options) which the dealers quote to the governmental agencies.
- In order to ensure quality service for our user agencies, we are requesting each of you to notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at lmeek@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

6. Add/delete options might include a superscript listed by the Order Code. The purpose of the superscript is to identify which options correlate to a specific dealer. Superscripts will be a number between 1 and 4, and will correspond as follows:

- 1 = Western zone dealer
- 2 = Northern zone dealer
- 3 = Central zone dealer
- 4 = Southern zone dealer

If a dealer has been awarded more than one zone, they will only have one superscript number assigned, and it will be the lowest numerical number that applies to their awarded zones. For example, if a dealer is awarded the northern and southern zones, their add/delete options for both zones will be represented by a "2" superscript.

Options are intended to add or delete equipment and/or features from the base vehicle specification, and to allow for an upgrade or downgrade to a manufacturer's model with a slightly different engine size or horsepower, and as such, will not be made available for purchase separate from the base vehicle.

IMPORTANT NOTE: The manufacturers have announced that they will be producing limited quantities of pursuit vehicles this year and that orders would be processed on a first come first serve basis while quantities last. **To be on the safe side, we are advising all agencies to place their orders for pursuit vehicles as soon as possible to ensure delivery of product.**

The Florida Sheriffs Association's, Florida Association of Counties' and Florida Fire Chiefs' Association's bid award for full size (pursuit and administrative), mid size (pursuit and administrative), utility vehicles, trucks and vans, and other fleet equipment are as follows (zones indicated with a ★ = specification low bid for Bid 11-19-0907):