OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: July 17, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 8(O)(1)(A)

From: George M. Burgess
County Manager

Resolution No. R-842-08

Subject: Recommendation for Approval to Award Contract No. RFP624: Mobile Command Post and Response Vehicles

RECOMMENDATION

It is recommended that the Board of County Commissioners uphold the County Manager's recommendation and authorize award of the above referenced contract to Dodgen Industries, Inc. (Dodgen). This contract is being established to procure seven mobile command post and response vehicles for the Miami-Dade Police Department. A protest was filed by PRIDE Enterprises (PRIDE). The protest was heard by a Hearing Examiner on June 17, 2008. The Hearing Examiner upheld the County Manager's recommendation.

BACKGROUND

The solicitation was advertised on March 27, 2008. Eight proposals were received on April 18, 2008. The Evaluation/Selection Committee evaluated the proposals and recommended negotiations with Dodgen, the highest ranked proposer. After successful negotiations, award was recommended to Dodgen. On June 6, 2008, PRIDE protested the award recommendation.

PRIDE protested the award recommendation because it believed a budget figure noted in the solicitation represented the project cost ceiling. Hearing Examiner Loree Schwartz Feiler concluded that the County Manager's recommendation was appropriate and should be upheld. Copies of the PRIDE protest, the County Attorney's filing, and the Hearing Officer's Report are attached.

Assistant County Manager

Harvey Ruvin
CLERK OF THE CIRCUIT AND COUNTY COURTS
Miami-Dade County, Florida

CLERK OF THE BOARD OF COUNTY COMMISSIONERS
STEPHEN P. CLARK MIAMI-DADE GOVERNMENT CENTER
SUITE 17-202
111 N.W. 1st Street
Miami, FL 33128-1983
Telephone: (305) 375-5126
Fax: (305) 375-2484

June 24, 2008

Mr. Robert Deslauriers, President
Water Engineering Corporation
522 N.E. 195th Street
North Miami Beach, FL 33179

Re: Bid Protest – RFP No. 624
Mobile Command Post and Response Vehicles

Dear Mr. Deslauriers:

Pursuant to Section 2-8.4 of the Code and Implementing Order 3-21, forwarded for your information is a copy of the Findings and Recommendation filed by the hearing examiner in connection with the foregoing bid protest which was held on June 17, 2008.

Should you have any questions regarding this matter, please do not hesitate to contact this office.

Sincerely,
HARVEY RUVIN, Clerk
Circuit and County Courts

By _____
Kay Sullivan, Director
Clerk of the Board Division

KS:fcd
Attachment

cc: Honorable Carlos Alvarez, Mayor (via facsimile)
George Burges, County Manager (via facsimile)
Alina T. Hudak, Assistant County Manager
Hugo Benitez, Assistant County Attorney (via facsimile)
Richard Seivey, Assistant County Attorney (via facsimile)
Miriam Singer, Acting Director, DPM (via facsimile)
Steve Corwin, Procurement Contracting Officer, DPM (via facsimile)
Walter Fogarty, DPM (via facsimile)
Robert L. Parker, Director, Miami-Dade Police Dept. (via facsimile)
Laurie Collins, Esq., Miami-Dade Police Dept. (via facsimile)
Mark Jeter, Major, Miami-Dade Police Dept. (via facsimile)
Dodgen Industries, Inc. (via US Mail)
LB Telesystems, Inc. d/b/a Bickford Vehicles (via US Mail)
Emergency Vehicles, Inc. (via US Mail)
Matthews Specialty Vehicles, Inc. (via US Mail)
Farber Specialty Vehicles (via US Mail)
MBF Industries, Inc (via US Mail)
PRIDE Enterprises (via US Mail)
Brown Industries, LLC, d/b/a Brown Specialty Vehicles (via US Mail)

CLERK OF THE
BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

CLERK OF THE BOARD
2008 JUN 24 AM 7:56
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1

In re: Mobile Command Post and
Response Vehicles
RFP No. 624

_____/

FINDINGS AND RECOMMENDATIONS OF HEARING EXAMINER
Pursuant to Section 2-8.4 Miami-Dade County Code and Administrative Order 3-21

This matter was heard before the undersigned Hearing Examiner on June 17, 2008 at 9:30 a.m. at the Stephen P. Clark Center, 111 N.W. 1st Street, Miami, Florida, upon the bid protest filed by Pride Enterprises, Inc. (the "Protester" or "Pride") to the County Manager's decision to recommend awarding a contract to Dodgen Industries, Inc. ("Dodgen") pursuant to RFP No. 624 – Mobile Command Post and Response Vehicles for Miami-Dade Police Department (the "RFP").

Having reviewed the bid protest, the motion to dismiss, the memorandum in opposition to the bid protest, and the exhibits admitted at the June 17, 2008 Hearing; having heard the testimony and arguments of the County and Pride; and being otherwise fully advised, I find that Pride's protest should be denied, and that the County Manager's recommendation to award the contract to Dodgen pursuant to the RFP should be upheld, because the Manager's recommendation to award to Dodgen was within the County Manager's discretion, and was not based on "illegality, fraud, oppression, or misconduct." *Liberty County v. Baxter's Asphalt & Concrete, Inc.*, 421 So. 2d 505, 507 (Fla. 1982).

3

06/23/2008 21:39 3034857549 FEILER PAGE 02/07

I. Factual Findings

1. On March 28, 2008, the County issued the RFP with a proposal due date of April 18, 2008. The RFP sought proposals to provide seven command vehicles for the Miami-Dade Police Department ("MDPD"). *See* RFP (Hearing Exhibit 1).

2. The RFP stated that the County had budgeted $800,000 for the vehicles. The RFP does not state that submitting a proposal for less than $800,000 is a minimum qualification to propose. RFP, § 2.6.

3. At the time RFP was issued, the RFP requested vehicles with, among other things, a gasoline engine. After the RFP was issued, the County's Department of Procurement Management ("DPM") issued five addenda between March 28 and April 14, 2008. Addendum number 3 issued on April 9, 2008 changed the vehicles' engine specification from gasoline to diesel. *See* Hearing Exhibit 1, Addenda.

4. The Addenda also answered questions from other proposers, including a question as to the difference between a RFP and an ITB, with DPM answering that "[i]n the case of a bid, award is made to the low responsive and responsible bidder," while "[i]n the case of an RFP, award is made based on a combination of price and quality that is defined by the Evaluation Criteria described in the RFP." *Id.*, Addendum 3.

5. The RFP states in its Evaluation Criteria that a proposer's price would account for 25% of a proposer's overall score, with the other criteria being: (1) "Proposer's approach to providing the vehicles requested in this Solicitation including proposed vehicles, weight charts, and project management" (35%); (2) "Proposer's ability to provide the vehicles within the schedule or sooner and Proposer's quality control plan" (30%); and (3) "Proposer's experience,

06/23/2008 21:39 3034857549 FEILER PAGE 03/07

qualifications, and past performance in providing the types of vehicles within the schedule described in this Solicitation" (10%). RFP, § 4.2.

6. With further specific reference to the price, the RFP provides:

> The price proposal will be evaluated subjectively in conjunction with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

RFP, § 4.5.

7. The RFP also provides that the "County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of the process." RFP, § 1.3.

8. Pride's basic objection was that the bid submitted by Dodgen was not below the budgeted amount of $800,000.00. Pride believed that the proposal required the bid to be below the budgeted amount. Clearly in an RFP, that is not a minimum requirement. Pride did not submit any questions to the County prior to the proposal deadline of April 18, 2008 regarding a clarification of this or any other matter.

9. The RFD also required a floor plan to be submitted with the proposal. Pride did not submit a floor plan with their proposal, but submitted it after the committee had already reviewed and rated all of the proposals.

10. Additionally, Pride was unable to respond to some of the required information contained in the RFD and to other questions, were not responsive.

06/23/2008 21:39 3034857549 FEILER PAGE 04/07

11. By the April 18, 2008 deadline, the County received eight proposals, including the proposal from Pride. The County's selection committee reviewed, scored and ranked the proposals according to the established criteria, with technical criteria comprising 75% of the score and price comprising 25% of the score.

12. The evaluation was a two step process, with the first being a technical evaluation and then a price evaluation. Pride scored very low, with only a 5 out of 225 on the technical evaluation and thus was not considered in the second step.

13. Following the committee's evaluation, the County Manager through DPM recommended the award to Dodgen for a total price of $1,090,670.

14. This was Pride's first attempt to submit a proposal for an RFP and thus acknowledged in the hearing their errors and shortcomings in the proposal they submitted.

15. Pride acknowledged in the hearing that the committee did an excellent job and that all procedures were carried through in a proper manner in the award to Dodgen.

II. Conclusions of Law

It is well settled law that a public body has wide discretion in awarding a contract for a public service and that discretion cannot be overturned absent a finding of "illegality, fraud, oppression or misconduct." *Liberty County v. Baxter's Asphalt & Concrete, Inc.*, 421 So. 2d 505, 507 (Fla. 1982). As such, "the hearing officer's sole responsibility [in reviewing a protest] is to ascertain whether the agency acted fraudulently, arbitrarily, illegally or dishonestly." *Dep't of Transp. v. Groves-Watkins Constructors*, 530 So. 2d 912, 914 (Fla. 1988); *Miami-Dade County v. Church & Tower, Inc.*, 715 So. 2d 1084, 1089-90 (Fla. 3d DCA 1998) (finding that while bid protest showed substantial disagreement with the action of the commission and the hearing examiner, it fell short of showing arbitrary or capricious action").

06/23/2008 21:39 3034857549 FEILER PAGE 05/07

Further, the County's Administrative Order pertaining to bid protests provides:

> Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for a bid protest, unless it was brought by that bidder or proposer to the attention, in writing, of the procurement agent, buyer, contracting officer or other contact person of the County department that issued the solicitation document, at least two work days (not less than 48 hours) prior to the hour of bid opening or proposal submission. This allows the issuing department the opportunity to consider, and to resolve or clarify in a timely fashion, through the issuance of an addendum, any such matter that is apparent on the face of the solicitation document, including but not limited to ambiguities or inconsistencies within the document

AO 3-21, § 1, Procedure.

Pride's protest does not allege "illegality, fraud, oppression, or misconduct." Rather it merely asserts that the County Manager could not recommend the award to Dodgen because Dodgen's proposal was higher than the $800,000 budget stated in the RFP. The County Manager acted well within his discretion when recommending awarding the contract to Dodgen, regardless of contract price. Contrary to Pride's assertion in its protest, the County's recommendation to award to Dodgen can hardly be deemed fraudulent, arbitrary, illegal or dishonest where a fair reading of the RFP leads to the conclusion that proposals were not required to be submitted with prices under $800,000 to be responsive. The RFP clearly mandates that price was only an element in the overall Evaluation Criteria, and that the price was always subject to final negotiation or change in light of the value to the County when analyzed with the technical proposal.

To the extent that there was any ambiguity in the RFP, Pride could have, but did not, request clarification in writing as required by Miami-Dade County Administrative Order 3-21.

06/23/2008 21:39 3034857549 FEILER PAGE 06/07

In sum, Pride's protest fails because it fails to show any fraudulent, illegal, arbitrary or dishonest conduct on the part of the County as required.

III. Recommendations

Based upon the foregoing, I conclude that the County Manager acted within his discretion to recommend the award to Dodgen pursuant to the RFP, and, accordingly, I recommend that Pride's protest be DENIED.

This report of Findings and Recommendations of Hearing Examiner is being filed with the Clerk of the Board on this 23rd day of June, 2008.

The Honorable Loree Schwartz Feiler
Hearing Examiner

Copies Provided:

Richard C. Seavey, Esq.
Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128
Telephone: (305) 375-3325
Facsimile: (305) 375-5611
Mr. Robert DesLauriers, Pres.
Water Engineering Corporation
522 N.E. 195th Street
North Miami Beach, FL33179
Facsimile: (305) 651-0646

06/23/2008 21:39 3034857549 FEILER PAGE 07/07

MEMORANDUM

TO: LISTED DISTRIBUTION

DATE: June 3, 2008

FROM: Kay Sullivan, Director
Clerk of the Board Division

SUBJECT: Bid Protest – RFP 624
Mobile Command Post and Response Vehicles

Pursuant to Section 2-8.4 of the Code and Administrative Order 3-21, Bid Protest Procedures, a bid protest was filed in the Clerk of the Board's Office on June 2, 2008, in connection with the foregoing Contract. The protest was filed by Bruce Hall, representing PRIDE Enterprises.

A filing fee in the amount of $3,000.00 was submitted with the bid protest.

If you have any questions pertaining to this protest, please contact my assistant in charge of bid protest procedures Fara C. Diaz at Ext. 1293.

KS/fcd
Attachments

DISTRIBUTION:
Board of County Commissioners
George Burgess, County Manager
Alina T. Hudak, Assistant County Manager
Hugo Benitez, Assistant County Attorney
Richard Seivey, Assistant County Attorney
Charles Anderson, Commission Auditor
Miriam Singer, Director, Dept. of Procurement Management
Steve Corwin, Procurement Contracting Officer, Dept. of Procurement Management
Walter Fogarty, Dept. of Procurement Management
Robert L. Parker, Director, Miami-Dade Police Department
Laurie Collins, Esq., Miami-Dade Police Department
Mark Jeter, Major, Miami-Dade Police Department

08 JUN -3 AM 11:41

PRIDE
ENTERPRISES

CLERK OF THE BOARD
2008 JUN -2 PM 3:41
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1

6-2-2008

Harvey Ruvin
Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street
17th Floor
Suite 202
Miami, FL 33128-1983

Dear Mr.Ruvin,

PRIDE Enterprises is protesting RFP 624, Mobile Command Post and Response Vehicles as per sections 2-8.3 and 2-8.4 Administrative Order No. 3-21. Our reason for this protest is the 800k budget figure that was set forth in the specifications. We used this number as we believed, a non-arbitrary ceiling. Even though this was an RFP as opposed to an open bid the successful bidder should've been at or under this budgeted amount.

PRIDE maintains that it meets all technical specifications and other criteria set forth in RFP 624.

As requested we have enclosed a WAMU cashier's check in the amount of $3000. No 2411001125

Thank you,

Bruce Hall
PRIDE Enterprises

cc: Robert Deslauriers — TRES. (305) 655-0011 — WATER ENGINEERING CORP
County Attorney's Office — 522 NE 195 ST
All involved participants — N MIAMI BEACH
FL. 33179.

$3000.00 CHEQUE ENCLOSED

Memorandum

MIAMI-DADE COUNTY

Date: July 17, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Recommendation for Approval to Award Contract No. RFP 624:
Mobile Command Post and Response Vehicles

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the referenced award to procure seven mobile command post and response vehicles for the Miami-Dade Police Department.

CONTRACT NO:	RFP 624
CONTRACT TITLE:	Mobile Command Post and Response Vehicles
DESCRIPTION:	This contract is being awarded to purchase seven mobile command post vehicles for the Miami-Dade Police Department (MDPD). These vehicles accommodate four officers and serve as mobile police offices. Providing the police districts with mobile vehicles will enable MDPD to bring police station services closer to the community. During special events or critical incidents, the vehicles will serve as mobile command posts.
TERM:	This is a one-time purchase.
APPROVAL TO ADVERTISE:	March 28, 2008
CONTRACT AMOUNT:	$1,090,670
USING/MANAGING AGENCY:	Miami-Dade Police Department
FUNDING SOURCE:	Impact Fees
METHOD OF AWARD:	An open, competitive Request for Proposals process was used for this award. Award is recommended to the highest ranked proposer.
VENDORS RECOMMENDED FOR AWARD:	Dodgen Industries Inc. (Non-Local) 1505 13th Street North Humboldt, IA 50548 Principal: John N. Dodgen, President

VENDORS NOT RECOMMENDED FOR AWARD:	LB Telesystems, Inc. DBA Bickford Vehicles (Non-Local) 4001 Westfax Drive, Suite 100 Chantilly, VA 20151 Emergency Vehicles, Inc. (Non-Local) 705 13th Street Lake Park, FL 33403 Matthews Specialty Vehicles, Inc. (Non-Local) 101 S. Swing Rd. Greensboro, NC 27409 Farber Specialty Vehicles (Non-Local) 7052 Americana Parkway Reynoldsburg, OH 43068 MBF Industries, Inc. (Non-Local) 210 Tech Drive Sanford, FL 32771 PRIDE Enterprises (Non-Local) Tomoka Heavy Vehicles P.O. Box 10620 Daytona Beach, FL 32120 Brown Industries LLC (Non-Local) DBA Brown Specialty Vehicles 807 East 29th Street Lawrence, KS 66046
CONTRACT MEASURES:	The Review Committee of March 27, 2008, recommended a Small Business Enterprise selection factor for this contract.
LIVING WAGE:	The services being provided are not covered under the Living Wage Ordinance.
USER ACCESS PROGRAM:	The User Access Program provision is included. The 2% program discount will be collected.
LOCAL PREFERENCE:	Applied in accordance with the Ordinance, but did not affect the outcome.
PERFORMANCE DATA:	There are no performance issues.
COMPLIANCE DATA:	There are no compliance issues.

PROJECT MANAGERS:	Laurie Collins Esq., Miami-Dade Police Department Mark Jeter, Major, Miami-Dade Police Department
ESTIMATED CONTRACT COMMENCEMENT DATE:	Ten days after date adopted by the Board of County Commissioners, unless vetoed by the Mayor.
DELEGATED AUTHORITY:	If this item is approved, the County Mayor or his designee will have the authority to exercise, at his discretion, contract extensions in accordance with the terms and conditions of the contract.

BACKGROUND

One vehicle will be assigned to each of the seven police districts, not including Miami-Dade Aviation Department. Deployment of these vehicles will allow MDPD to establish a 24 hour, 7 day a week presence in areas where increased visibility is needed. The vehicles are intended to stimulate police/community interaction and encourage dialogue regarding specific community concerns and crime issues. This will provide MDPD with an opportunity to answer questions, offer crime prevention information, and formulate strategic service partnerships within the community.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: July 17, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(O)(1)(A)

Please note any items checked.

_____	"4-Day Rule" ("3-Day Rule" for committees) applicable if raised
_____	6 weeks required between first reading and public hearing
_____	4 weeks notification to municipal officials required prior to public hearing
_____	Decreases revenues or increases expenditures without balancing budget
_____	Budget required
_____	Statement of fiscal impact required
_____	Bid waiver requiring County Manager's written recommendation
_____	Ordinance creating a new board requires detailed County Manager's report for public hearing
_____	Housekeeping item (no policy decision required)
✓	No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(1)(A)
7-17-08

RESOLUTION NO. **R-842-08**

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH DODGEN INDUSTRIES, INC. TO OBTAIN SEVEN (7) MOBILE COMMAND POST AND RESPONSE VEHICLES, IN THE AMOUNT OF $1,090,670, AUTHORIZING THE COUNTY MAYOR OR DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND EXTENSION PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN CONTRACT NO. RFP624

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the selection of Dodgen Industries, Inc., in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and any other rights contained therein.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Joe A. Martinez** and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of July, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Richard Seavey

Mobile Command Post and Response Vehicles

Contract No. RFP624

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Dodgen Industries, Inc., a corporation organized and existing under the laws of the State of Iowa, having its principal office at 1505 13th Street North, P. O. Box 39, Humboldt, Iowa 50548 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to furnish seven (7) mobile command post and response vehicles, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 624 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated April 7, 2008, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such mobile command post and response vehicles for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 624 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

b) The words "Contract Date" to mean the date on which this Agreement is effective.

c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative designated to manage the Contract.

d) The word "Contractor" to mean Dodgen Industries, Inc. and its permitted successors and assigns.

e) The word "Days" to mean Calendar Days.

f) The word "Deliverables" to mean the mobile command post and response vehicles and all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.

k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed and the vehicles to be furnished by the Contractor.

l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

18

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. 624 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

b) The Contractor shall provide the services and furnish the vehicles set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required

to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date on the first page and shall remain in effect until such time as all vehicles and documentation required in the Scope of Services, have been delivered and accepted by the County's authorized representative and expiration of the expressed and implied warranty periods, whichever is later, unless otherwise terminated by the County.

The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County
Miami-Dade Police Department
9105 NW 25th Street, Suite 3095
Miami, FL 33172
Attention: Laurie Collins, Esq.
Phone: (305) 471-2625
Fax: (305) 471-2626

Co-Manager: Major Mark Jeter
(305) 940-9980
(305) 947-2839

and,

b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375

Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Dodgen Industries, Inc.
1505 13th Street North
Humboldt, Iowa 50548
Attention: Ms. Clarice Thompson
Phone: (515) 332-3755
Fax: (515) 332-7292
E-mail: clarice@dodgen-bornfree.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as specified in Appendix B, Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract including any extension period. However, the Contractor may offer incentive discounts to the County at any time during the Contract term including any extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County, upon invoices certified by the Contractor pursuant to Appendix B, Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from

the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later that sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Miami-Dade Police Department
9105 NW 25th Street, Suite 3095
Miami, FL 33172

Attention: Laurie Collins, Esq.

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 11. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be

liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

   i. stop work on the date specified in the notice ("the Effective Termination Date");

   ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services:

v. take no action which will increase the amounts payable by the County under this Agreement; and

e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.

f) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis.

ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with

respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

i. treat such failure as a repudiation of this Agreement;

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor warrants that all Deliverables furnished hereunder, including but not

limited to: equipment, manuals, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its

subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 30. BUSINESS APPLICATION AND FORMS

Business Application The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 31. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or

investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume

discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 32. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 33. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with

reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 34. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

   i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

   ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the

attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 35. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 36. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 37. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE 38. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete

payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 39. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor	Miami-Dade County
By: Clarice Thompson	By: _____
Name: Clarice Thompson	Name: _____
Title: Product Specialist	Title: _____
Date: 5/9/2008	Date: _____
Attest: _____ Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
	_____ Assistant County Attorney

SCOPE OF SERVICES

1. Background

Miami-Dade Police Department (MDPD) requires seven (7) mobile command post and response vehicles (see technical specifications of vehicles and Appendix C, 28' Command Center Illustrations). These vehicles will be assigned to each police district and will be deployed for the MDPD's response to narcotics violations and the associated problems and outlying criminal activity that accompany neighborhoods plagued with narcotics related activity.

Communities that experience both the ill effects of illegal narcotics sales and narcotics use by a small segment of their population traditionally see a rise in other associated crimes such as burglaries, robberies, aggravated assaults and batteries, vehicle break-ins and other property crimes. Illegal drug users commit these crimes in order to obtain money to purchase these illegal drugs and feed their habit.

By deploying these vehicles in communities impacted by an illegal narcotics trade, MDPD will be able to establish a 24/7 enhanced presence and bring additional resources into impacted areas. Additionally, these vehicles will allow MDPD to deliver police services to each MDPD district's ever-increasing constituency.

2. License Requirement

Per Chapter 320 of the Florida Statutes: "No motor vehicle, foreign or domestic may be sold, leased or bid for sale or lease in this state unless the Manufacturer, Importer or Distributor of such motor vehicle which issues an agreement to a motor vehicle dealer in this state is licensed under SS320.60-320.70."

3. Deliverables

Deliveries of vehicles shall be made at Shop 2 Truck, 6100 S.W. 87th Avenue, Miami, Florida 33173 or at another location that may be so designated on the contract between the hours of 7:00 A.M. and 2:00 P.M. weekdays. The Contractor shall contact Ken Rickert at (305) 273-4125 forty-eight (48) hours prior to delivery.

All equipment delivered shall be in full compliance with the specifications and requirements of the resultant contract and must be in excellent, ready to work condition. Upon verification of compliance with these requirements the County will accept the delivered equipment.

The Contractor shall supply the County with seven (7) copies of a comprehensive operation manual, and seven (7) training manuals which describe the proper use of the equipment purchased, and seven (7) copies of a comprehensive repairs and parts manuals which identify the component parts and which describe the appropriate process for repairing the equipment purchased. One set of these

documents shall be supplied by the Contractor with each vehicle delivered. The Contractor shall also include the same documentation for any components supplied by both the truck and body manufacturer when such is appropriate. Manuals should be on CD, but hardcopy may be accepted. Alternatively, the County will accept on-line media which is preferable. The County reserves the right to withhold any or all payment until these manuals are presented to, and accepted by, the County.

The Contractor shall provide the following documentation:

- Application for Certificate of Title and/or Vehicle Registration (HSMV-8040)
- Certification of Motor Vehicle Sale Tax Exemption (MVC Form DR-41A)
- Motor Vehicle Dealer Title Reassignment Supplement (DHSMV 82994)

The Contractor shall also provide a Manufacturer's Statement of Origin to A Motor Vehicle and Service Policy shall be made out in the name of:

Miami Dade County, Florida
2225 N.W. 72nd Avenue,
Miami, Florida 33122.

These documents shall be dated to coincide with the delivery of the equipment, send all papers to:

General Services Administration
Materials Management Division
Capital Inventory Section
2225 N.W. 72nd Avenue
Miami, Florida 33122

All documents shall be properly filled out and completed, signed and notarized by an authorized individual with no strike-overs on any documents.

4. Inspection

The County reserves the right to conduct multiple production inspections at any location or company that may be involved with the construction of these vehicles. Any costs incurred by the County in conjunction with on-site production inspection will be borne by the County.

5. Schedule

The Contractor shall deliver all seven (7) vehicles within 180 days after receipt of order. The delivery date may be extended in the event of unavailability of chassis. The Contractor shall correct any vehicle delivery deficiency within ten calendar days of County notification to the Contractor in writing of such deficiency.

6. Payment Schedule

Payment will be made for each vehicle upon receipt and acceptance of the vehicle by the County.

7. Technical Specifications

These vehicles shall have a body type commonly referred to in the industry as "Special Services Vehicles" and shall not require their drivers to have a Florida commercial driver's license to drive.

Due to manufacturer's variances all measurements and dimensions cited in these specifications have an allowed variance of plus or minus 5%.

The use of a manufacturer's name, brand name and/or model number within this Solicitation is for the sole purpose of establishing minimum requirements of levels of quality, standards of performance and design. These references are in no way intended to prohibit the offer of other manufacturer's brands of equal material, quality, design and standards of performance.

The vehicles furnished by the Contractor shall be new and the most recent model available (2008 or later). Demonstrators are not acceptable. The unit shall conform to all applicable OSHA, State and Federal and ANSI requirements and standards, and DOT regulations. All components and included craftsmanship shall be in accordance with current SAE standards and recommended practices. The engineering, materials and workmanship shall exhibit a high level of quality and appearance consistent with or exceeding the best industry standards.

If the Contractor is the equipment's manufacturer or fabricator, an approved service facility capable of performing warranty repairs and supplying needed parts must be located in Miami-Dade or Broward County. The service facility will be subject to the approval of the County.

If the Contractor is an approved dealer of the manufacturer or fabricator, not located in Miami-Dade or Broward County, the Contractor must provide proof of having a mutual agreement with a certified dealer or service facility of the same manufacturer or fabricator located in Miami-Dade or Broward County, capable of delivering and supporting the proposed sale. This facility must be capable of performing warranty repairs and supplying needed parts and will be subject to the approval of the County.

7.1 The Vehicles:

The vehicles shall be approximately 28' $1^{1/4}$" long and self-contained. The vehicles shall have ease of maneuverability. The size and weight shall be such that the driver does not need a commercial driver's license which is required in the State of Florida if the vehicle's GVWR exceeds 26,000 pounds.

These vehicles shall have dual rooftop air conditioners, on-board generators, workstations for four (4) individuals, a rear area conference room and a curbside rollout awning to provide shelter from the elements. When deployed, these vehicles may be manned with up to four (4) law enforcement officers. In addition, when deployed these vehicles may be operated in a stationary position for extended periods of time. These vehicles shall not have restroom facilities.

7.2 CAB AND CHASSIS:

These vehicles shall have appropriately sized cab (modular body) & commercial chassis (Chevolet Kodiak C5V042 or C5C042), with a pass through from chassis to cab, with the appropriate minimum GVWR which is adequate under Florida Department of Transportation (FDOT) weight regulations to transport each fully finished and equipped vehicle with full furnishings, computers, refrigerators and other equipment (500 to 800 lbs. of supplies), a full load of fuel and a full compliment of two (2) police officers, over South Florida roads. Each cab and chassis shall be equipped with all the manufacturer's standard equipment for retail sales and meet the minimum requirements listed below. All vehicles shall be painted the manufacturer's standard white color and furnished with OEM automatic transmission with transmission oil cooler (if available), all wheel ABS brakes, cab an chassis manufacturer's air-conditioning system, tinted glass on all windows and windshield, radio, power steering, largest available alternator (manufacturers' standard is 145 Amp.) and maximum capacity engine cooling system. These vehicles will have a dark color (dark gray preferred) interior with matching vinyl flooring or carpeting.

A. G.V.W.R.: The front and rear Gross Axle Weight Rating (GAWR) and total Gross Vehicle Weight Rating (GVWR) shall respectively be no less than the fully loaded individual axle and total loaded vehicle weights to provide for legal road and highway use in the State of Florida when fully loaded as defined. In no case shall this exceed 26,000 pounds.

B. WHEELBASE: 195.5" for C5V042 or 194" for C5C042

C. ENGINE: Standard diesel engine with automatic transmission suitable for the proposed vehicle and in accordance with the County's intended vehicle use.

D. TOWING PACKAGE: Standard commercial package (Class1).

7.3 Overall Body Construction:

The body/frame of the vehicles including cross beams; exterior skin (to include the roof); front bulk head and interior framing etc. of these vehicles shall be of sufficient grade and gauge material to prevent the body from twisting, bending, warping, creasing, etc. due to the constant stress loading that will be placed on these vehicles by their intended use.

The cross beams shall be evenly spaced and shall fully support the full length interior flooring which shall be of sufficient commercial grade and gauge to prevent it from cracking, warping, lifting, or from dips forming in the floor because of the placement of equipment on the floor or it's intended use.

7.4 Body/Shell Construction:

Body/Shell shall be manufacturer's standard reinforcing construction, aerodynamically styled to minimize wind buffeting (front cap). Roof shall be constructed and reinforced to withstand two persons at 200 lbs each within any eight square foot area as well as the two coach manufacturer's installed roof mounted a/c units.

7.4.1 Walls shall be manufacturer's standard reinforced construction framing with manufactures standard interior panel sheathing to aid in resisting outside heat.

7.4.2 Insulation shall be the highest available R factor rating insulation from the coach manufacture to provide heat reduction to the in wall cavities in conjunction with an aluminum moisture barrier foil overlay.

7.5 Furniture And Cabinetry:

All doors and drawers shall have recessed positive latches and handles for travel and be lockable. Hinges shall be adjustable and self-closing. Overhead cabinets shall have doors that hinge upwards or sideways. All cabinetry, counter tops, work surfaces, shelves and tables shall be easy-clean type light gray in color constructed of sufficient grade and gauge material for the purpose intended and shall be resistant to fluid spills. Counter-tops shall be constructed of laminated plywood, MDF or equal and shall be protected against fluid spills. In addition, counter-top shall be constructed with squared edge with a lip to prevent small items from falling off.

7.6 Driver Side:

Workstations for three persons shall be located behind the driver's seat. The counter-space shall be 24" deep x 30" high and include 120V electrical outlets and phone outlets for each person and their respective chairs. Dry-erase type marker board shall be placed in front of work station.

Overhead storage cabinets size of 83" long X 18" in height shall be placed above the three-person work station and shall be equipped with partial-length underneath LED strip red/white lighting with individual switches.

A storage area shall be located in the middle of the vehicles on the driver-side of the vehicles. The area shall consist of floor to ceiling storage cabinet and include a compact 2.7 cu ft 120V refrigerator (provided by the Contractor).

7.7 **Rear Conference Area:**

This rear conference area shall encompass the entire rear portion of the body separated by a pocket-type sliding door for privacy.

A cushioned bench type seating 72" long shall be provided at the rear of both the driver-side and passenger side of the body, with lockable storage cabinets mounted underneath. Overhead lockable storage cabinets shall be mounted with partial-length underneath LED strip red/white lighting with individual switches, to include (2) each 120V electric outlets and phone outlet In addition, a flip-up type or other means of removable table shall be provided in the middle of the conference area between the bench seating. At the rear of the conference area, giving access to the outside area shall be a 30" door located in the middle, opening to the outside, and shall be equipped with manually or automatically operated retractable steps. A ladder for access to the roof of the vehicles shall be installed on the outside at the rear of the vehicles.

7.8 **Passenger Side:**

There shall be constructed in the middle area, in lieu of a rest room and sink, a ceiling to floor storage area and include a 120 V compact microwave oven and under cabinet coffee maker (both provided by Contractor).

Adjacent to the above storage area there shall be a 30" door opening leading to the outside. The outside shall be equipped with manually operated retractable steps. Next to the door and behind the passenger seating shall be a one-person workstation with overhead and under-desk drawer storage. This area shall also include 120V electric plug, phone plug and chair. A dry-erase type marker board shall be placed in front of workstation.

7.9 **Windows:**

An opening type with screen windows 36"x18" shall be installed in both sides of the body above the bench seating. Sliding windows with screen shall also be installed in both doors with the dimensions of 12" x 18".

7.10 **Additional Electrical Requirements:**

Two (2) diesel powered generators (one mounted roadside and one mounted curbside) with a minimum rating of 7,500 KW output each (that may run at the same time) shall be installed. The generators shall be equipped with battery charger, remote start and hour meter. They shall be mounted below the flooring for optimum interior room and installed in a sound-proof enclosure for quieter operation. Units shall be serviceable from the front, with exhaust being routed roadside and away from unit. If not operated from the vehicle's fuel tank, a separate fuel tank appropriately sized to operate both generators for no less than 48 operating hours at 50% of total KW output capacity shall be provided.

7.10.1 Other electrical items required in the vehicles:

- Shoreline power: (1) 50 amp shoreline (50') waterproof connection
- Outlets 120V: Exterior middle of body (1) driver side, (1) passenger side exterior duplex in weather cover
- Battery: (2) 12V deep cycle, heavy-duty on slide-out service tray
- Converter: (1) 120V/12V converter and battery charger
- Power inverter: 12V to 120V 60hz AC 3000 watts 4600 watts surge
- Breaker panel: (1) 120V breaker panel with 30 amps rating
- Fuse panel: (1) 12V fuse panel
- Isolator: (to protect chassis battery from discharge)
- Television: 20 inch to 27 inch, flat panel color

7.11 **Exterior Lighting:**

7.11.1 Scene Lights: (6) surface mounted scene lights (Whelen #900) wired to switches above the drivers head. Location: (2) roadside, (2) curbside, (2) rear.

7.11.2 Police/Warning Lights: (6) surface mounted LED red and blue lights (Whelen #900), wired to switches above the drivers head. Location: (2) roadside, (2) curbside, (2) rear. In addition to on the rear, (2) surface mounted LED amber lights (Whelen #900) wired to switches above the drivers head.

7.11.3 Police Lights Grill Mounted: (2) grill/surface mounted LED red (drivers side), Blue (passenger's side) Whelen model # TIR-6 super LED.

7.11.4 Exterior Entry Doors and Step Entry Lighting: Manufacturer's standard lighting to operate when door opens. In addition, to operate by a switch located on the inside near the doors.

7.11.5 Exterior Lighting: Shoreline Outlet and Generators: Manufacturer's standard lighting to provide lighting for shoreline outlet and generators.

7.12 **Interior Lighting**:

Interior lighting shall be provided in the body of the vehicles and shall consist of: Florescent lighting mounted on the ceiling (3) in the front workstation area and (2) on the ceiling in the rear conference area. This lighting shall be controlled by switches in both areas.

7.13 **Climate Control:**

Two (2) rooftop low profile air conditioners rating at 15,000 BTU's each shall be installed in each vehicle: 1 Installed over the 3-person work station and 1 installed over the rear conference area.

7.14 Roll-Out Awning/Canopy:

The Contractor shall install a curbside manually operated, size 15'x10' rollout heavy-duty weather-guard easy to clean material R/V type awning with all-aluminum framing, and hardware The awning rail shall be installed on the curbside of the unit from the front of the body to the rear without hindering the operation of the curbside door.

7.15 Stability/Leveling Jacks:

Stability/leveling jacks shall be installed at the vehicles four corners. These jacks shall be electrically operated and shall also be equipped with a dash mounted warning light/buzzer combination and brake interlock so the vehicles cannot be moved until all steps and jacks are retracted.

7.16 Warranty Requirements:

The Contractor shall warranty the vehicles. This warranty shall cover each vehicle bumper to bumper without deductible and have a minimum term from the vehicle's acceptance to twelve (12) months or 2,100 operating hours or 12,000 miles, whichever comes first. When equipment or component manufacturers provide a warranty with coverage in excess of that stipulated herein, that additional coverage shall not be diminished by the requirements of this paragraph.

The Contractor shall promptly correct any warranted deficiency, at no cost to the County, at a warranty service center that meets the criteria stated in Section 7 of this Appendix, within five calendar days after the County notifies the Contractor of such deficiency verbally or in writing. The County will deliver any vehicle requiring such services to the service center.

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SCOPE OF SERVICES

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Materials Management Division
Capital Inventory Section
2225 N.W. 72nd Avenue
Miami, Florida 33122

All documents shall be properly filled out and completed, signed and notarized by an authorized individual with no strike-overs on any documents.

4. Inspection

The County reserves the right to conduct multiple production inspections at any location or company that may be involved with the construction of these vehicles. Any costs incurred by the County in conjunction with on-site production inspection will be borne by the County.

5. Schedule

The Contractor shall deliver all seven (7) vehicles within 180 days after receipt of order. The delivery date may be extended in the event of unavailability of chassis. The Contractor shall correct any vehicle delivery deficiency within ten calendar days of County notification to the Contractor in writing of such deficiency.

6. **Payment Schedule**

Payment will be made for each vehicle upon receipt and acceptance of the vehicle by the County.

7. **Technical Specifications**

These vehicles shall have a body type commonly referred to in the industry as "Special Services Vehicles" and shall not require their drivers to have a Florida commercial driver's license to drive.

Due to manufacturer's variances all measurements and dimensions cited in these specifications have an allowed variance of plus or minus 5%.

The use of a manufacturer's name, brand name and/or model number within this Solicitation is for the sole purpose of establishing minimum requirements of levels of quality, standards of performance and design. These references are in no way intended to prohibit the offer of other manufacturer's brands of equal material, quality, design and standards of performance.

The vehicles furnished by the Contractor shall be new and the most recent model available (2008 or later). Demonstrators are not acceptable. The unit shall conform to all applicable OSHA, State and Federal and ANSI requirements and standards, and DOT regulations. All components and included craftsmanship shall be in accordance with current SAE standards and recommended practices. The engineering, materials and workmanship shall exhibit a high level of quality and appearance consistent with or exceeding the best industry standards.

If the Contractor is the equipment's manufacturer or fabricator, an approved service facility capable of performing warranty repairs and supplying needed parts must be located in Miami-Dade or Broward County. The service facility will be subject to the approval of the County.

If the Contractor is an approved dealer of the manufacturer or fabricator, not located in Miami-Dade or Broward County, the Contractor must provide proof of having a mutual agreement with a certified dealer or service facility of the same manufacturer or fabricator located in Miami-Dade or Broward County, capable of delivering and supporting the proposed sale. This facility must be capable of performing warranty repairs and supplying needed parts and will be subject to the approval of the County.

7.1 **The Vehicles:**

The vehicles shall be approximately 28' $1^{1/4}$" long and self-contained. The vehicles shall have ease of maneuverability. The size and weight shall be such that the driver does not need a commercial driver's license which is required in the State of Florida if the vehicle's GVWR exceeds 26,000 pounds.

These vehicles shall have dual rooftop air conditioners, on-board generators, workstations for four (4) individuals, a rear area conference room and a curbside rollout awning to provide shelter from the elements. When deployed, these vehicles may be manned with up to four (4) law enforcement officers. In addition, when deployed these vehicles may be operated in a stationary position for extended periods of time. These vehicles shall not have restroom facilities.

7.2 CAB AND CHASSIS:

These vehicles shall have appropriately sized cab (modular body) & commercial chassis (Chevolet Kodiak C5V042 or C5C042), with a pass through from chassis to cab, with the appropriate minimum GVWR which is adequate under Florida Department of Transportation (FDOT) weight regulations to transport each fully finished and equipped vehicle with full furnishings, computers, refrigerators and other equipment (500 to 800 lbs. of supplies), a full load of fuel and a full compliment of two (2) police officers, over South Florida roads. Each cab and chassis shall be equipped with all the manufacturer's standard equipment for retail sales and meet the minimum requirements listed below. All vehicles shall be painted the manufacturer's standard white color and furnished with OEM automatic transmission with transmission oil cooler (if available), all wheel ABS brakes, cab an chassis manufacturer's air-conditioning system, tinted glass on all windows and windshield, radio, power steering, largest available alternator (manufacturers' standard is 145 Amp.) and maximum capacity engine cooling system. These vehicles will have a dark color (dark gray preferred) interior with matching vinyl flooring or carpeting.

A. G.V.W.R.: The front and rear Gross Axle Weight Rating (GAWR) and total Gross Vehicle Weight Rating (GVWR) shall respectively be no less than the fully loaded individual axle and total loaded vehicle weights to provide for legal road and highway use in the State of Florida when fully loaded as defined. In no case shall this exceed 26,000 pounds.

B. WHEELBASE: 195.5" for C5V042 or 194" for C5C042

C. ENGINE: Standard diesel engine with automatic transmission suitable for the proposed vehicle and in accordance with the County's intended vehicle use.

D. TOWING PACKAGE: Standard commercial package (Class1).

7.3 Overall Body Construction:

The body/frame of the vehicles including cross beams; exterior skin (to include the roof); front bulk head and interior framing etc. of these vehicles shall be of sufficient grade and gauge material to prevent the body from twisting, bending, warping, creasing, etc. due to the constant stress loading that will be placed on these vehicles by their intended use.

The cross beams shall be evenly spaced and shall fully support the full length interior flooring which shall be of sufficient commercial grade and gauge to prevent it from cracking, warping, lifting, or from dips forming in the floor because of the placement of equipment on the floor or it's intended use.

7.4 **Body/Shell Construction:**

Body/Shell shall be manufacturer's standard reinforcing construction, aerodynamically styled to minimize wind buffeting (front cap). Roof shall be constructed and reinforced to withstand two persons at 200 lbs each within any eight square foot area as well as the two coach manufacturer's installed roof mounted a/c units.

7.4.1 Walls shall be manufacturer's standard reinforced construction framing with manufactures standard interior panel sheathing to aid in resisting outside heat.

7.4.2 Insulation shall be the highest available R factor rating insulation from the coach manufacture to provide heat reduction to the in wall cavities in conjunction with an aluminum moisture barrier foil overlay.

7.5 **Furniture And Cabinetry:**

All doors and drawers shall have recessed positive latches and handles for travel and be lockable. Hinges shall be adjustable and self-closing. Overhead cabinets shall have doors that hinge upwards or sideways. All cabinetry, counter tops, work surfaces, shelves and tables shall be easy-clean type light gray in color constructed of sufficient grade and gauge material for the purpose intended and shall be resistant to fluid spills. Counter-tops shall be constructed of laminated plywood, MDF or equal and shall be protected against fluid spills. In addition, counter-top shall be constructed with squared edge with a lip to prevent small items from falling off.

7.6 **Driver Side**:

Workstations for three persons shall be located behind the driver's seat. The counter-space shall be 24" deep x 30" high and include 120V electrical outlets and phone outlets for each person and their respective chairs. Dry-erase type marker board shall be placed in front of work station.

Overhead storage cabinets size of 83" long X 18" in height shall be placed above the three-person work station and shall be equipped with partial-length underneath LED strip red/white lighting with individual switches.

A storage area shall be located in the middle of the vehicles on the driver-side of the vehicles. The area shall consist of floor to ceiling storage cabinet and include a compact 2.7 cu ft 120V refrigerator (provided by the Contractor).

7.7 **Rear Conference Area:**

This rear conference area shall encompass the entire rear portion of the body separated by a pocket-type sliding door for privacy.

A cushioned bench type seating 72" long shall be provided at the rear of both the driver-side and passenger side of the body, with lockable storage cabinets mounted underneath. Overhead lockable storage cabinets shall be mounted with partial-length underneath LED strip red/white lighting with individual switches, to include (2) each 120V electric outlets and phone outlet In addition, a flip-up type or other means of removable table shall be provided in the middle of the conference area between the bench seating. At the rear of the conference area, giving access to the outside area shall be a 30" door located in the middle, opening to the outside, and shall be equipped with manually or automatically operated retractable steps. A ladder for access to the roof of the vehicles shall be installed on the outside at the rear of the vehicles.

7.8 **Passenger Side:**

There shall be constructed in the middle area, in lieu of a rest room and sink, a ceiling to floor storage area and include a 120 V compact microwave oven and under cabinet coffee maker (both provided by Contractor).

Adjacent to the above storage area there shall be a 30" door opening leading to the outside. The outside shall be equipped with manually operated retractable steps. Next to the door and behind the passenger seating shall be a one-person workstation with overhead and under-desk drawer storage. This area shall also include 120V electric plug, phone plug and chair. A dry-erase type marker board shall be placed in front of workstation.

7.9 **Windows:**

An opening type with screen windows 36"x18" shall be installed in both sides of the body above the bench seating. Sliding windows with screen shall also be installed in both doors with the dimensions of 12" x 18".

7.10 **Additional Electrical Requirements:**

Two (2) diesel powered generators (one mounted roadside and one mounted curbside) with a minimum rating of 7,500 KW output each (that may run at the same time) shall be installed. The generators shall be equipped with battery charger, remote start and hour meter. They shall be mounted below the flooring for optimum interior room and installed in a sound-proof enclosure for quieter operation. Units shall be serviceable from the front, with exhaust being routed roadside and away from unit. If not operated from the vehicle's fuel tank, a separate fuel tank appropriately sized to operate both generators for no less than 48 operating hours at 50% of total KW output capacity shall be provided.

7.10.1 Other electrical items required in the vehicles:

- Shoreline power: (1) 50 amp shoreline (50') waterproof connection
- Outlets 120V: Exterior middle of body (1) driver side, (1) passenger side exterior duplex in weather cover
- Battery: (2) 12V deep cycle, heavy-duty on slide-out service tray
- Converter: (1) 120V/12V converter and battery charger
- Power inverter: 12V to 120V 60hz AC 3000 watts 4600 watts surge
- Breaker panel: (1) 120V breaker panel with 30 amps rating
- Fuse panel: (1) 12V fuse panel
- Isolator: (to protect chassis battery from discharge)
- Television: 20 inch to 27 inch, flat panel color

7.11 **Exterior Lighting:**

7.11.1 Scene Lights: (6) surface mounted scene lights (Whelen #900) wired to switches above the drivers head. Location: (2) roadside, (2) curbside, (2) rear.

7.11.2 Police/Warning Lights: (6) surface mounted LED red and blue lights (Whelen #900), wired to switches above the drivers head. Location: (2) roadside, (2) curbside, (2) rear. In addition to on the rear, (2) surface mounted LED amber lights (Whelen #900) wired to switches above the drivers head.

7.11.3 Police Lights Grill Mounted: (2) grill/surface mounted LED red (drivers side), Blue (passenger's side) Whelen model # TIR-6 super LED.

7.11.4 Exterior Entry Doors and Step Entry Lighting: Manufacturer's standard lighting to operate when door opens. In addition, to operate by a switch located on the inside near the doors.

7.11.5 Exterior Lighting: Shoreline Outlet and Generators: Manufacturer's standard lighting to provide lighting for shoreline outlet and generators.

7.12 **Interior Lighting:**

Interior lighting shall be provided in the body of the vehicles and shall consist of: Florescent lighting mounted on the ceiling (3) in the front workstation area and (2) on the ceiling in the rear conference area. This lighting shall be controlled by switches in both areas.

7.13 **Climate Control:**

Two (2) rooftop low profile air conditioners rating at 15,000 BTU's each shall be installed in each vehicle: 1 Installed over the 3-person work station and 1 installed over the rear conference area.

7.14 Roll-Out Awning/Canopy:

The Contractor shall install a curbside manually operated, size 15'x10' rollout heavy-duty weather-guard easy to clean material R/V type awning with all-aluminum framing, and hardware The awning rail shall be installed on the curbside of the unit from the front of the body to the rear without hindering the operation of the curbside door.

7.15 Stability/Leveling Jacks:

Stability/leveling jacks shall be installed at the vehicles four corners. These jacks shall be electrically operated and shall also be equipped with a dash mounted warning light/buzzer combination and brake interlock so the vehicles cannot be moved until all steps and jacks are retracted.

7.16 Warranty Requirements:

The Contractor shall warranty the vehicles. This warranty shall cover each vehicle bumper to bumper without deductible and have a minimum term from the vehicle's acceptance to twelve (12) months or 2,100 operating hours or 12,000 miles, whichever comes first. When equipment or component manufacturers provide a warranty with coverage in excess of that stipulated herein, that additional coverage shall not be diminished by the requirements of this paragraph.

The Contractor shall promptly correct any warranted deficiency, at no cost to the County, at a warranty service center that meets the criteria stated in Section 7 of this Appendix, within five calendar days after the County notifies the Contractor of such deficiency verbally or in writing. The County will deliver any vehicle requiring such services to the service center.

Appendix B

Price Schedule

The price for performing all work and providing all seven (7) vehicles as described in Appendix A, Scope of Services including the Technical Specifications is provided for below.

ITEM	UNIT PRICE		QUANTITY	TOTAL PRICE
Vehicles	$155,810.00 each	x	7	$1,090,670.00

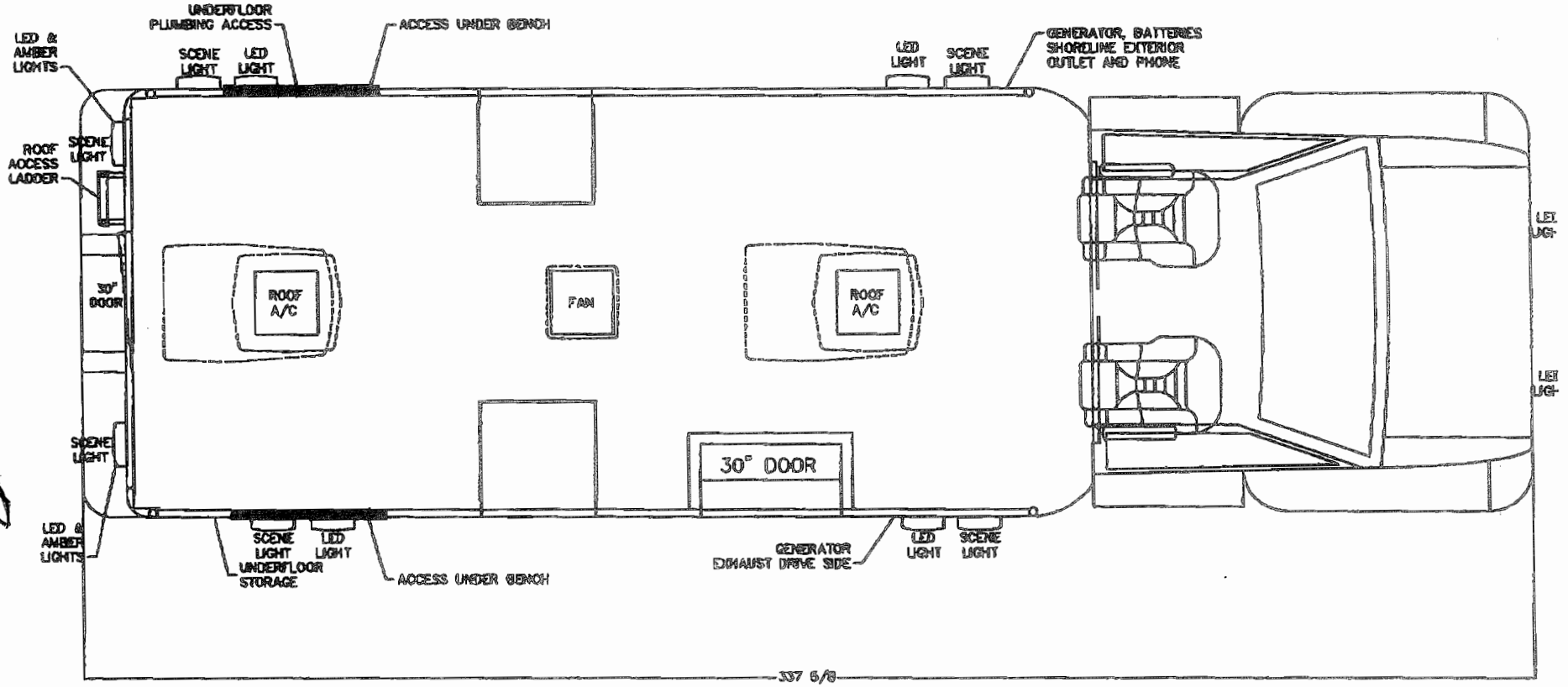
Note:

1. All prices are FOB Destination, freight allowed.
2. The Contractor may invoice the County on a per vehicle basis, upon delivery of the vehicle and documentation, and inspection and acceptance of the vehicle/documentation by the County.
3. Miami-Dade County is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.

55

28' COMMAND CENTER

APPENDIX "C"



IT IS HEREBY UNDERSTOOD THAT DODGEN INDUSTRIES OWNS ALL COPYRIGHTS AND RIGHTS OF REPRODUCTION TO THE DRAWINGS AND DESIGNS OF THE VEHICLE COMPONENT, AND THAT THE PURCHASER ACQUIRES NO RIGHTS OF DESIGN WHATSOEVER. NO RIGHTS OF REPRODUCTION ARE VESTED IN THE PURCHASER IN THE DESIGN OF THE VEHICLE.

FIRM: DADE COUNTY

FIGURE 1

195 1/2" WB 18,500 GVWR

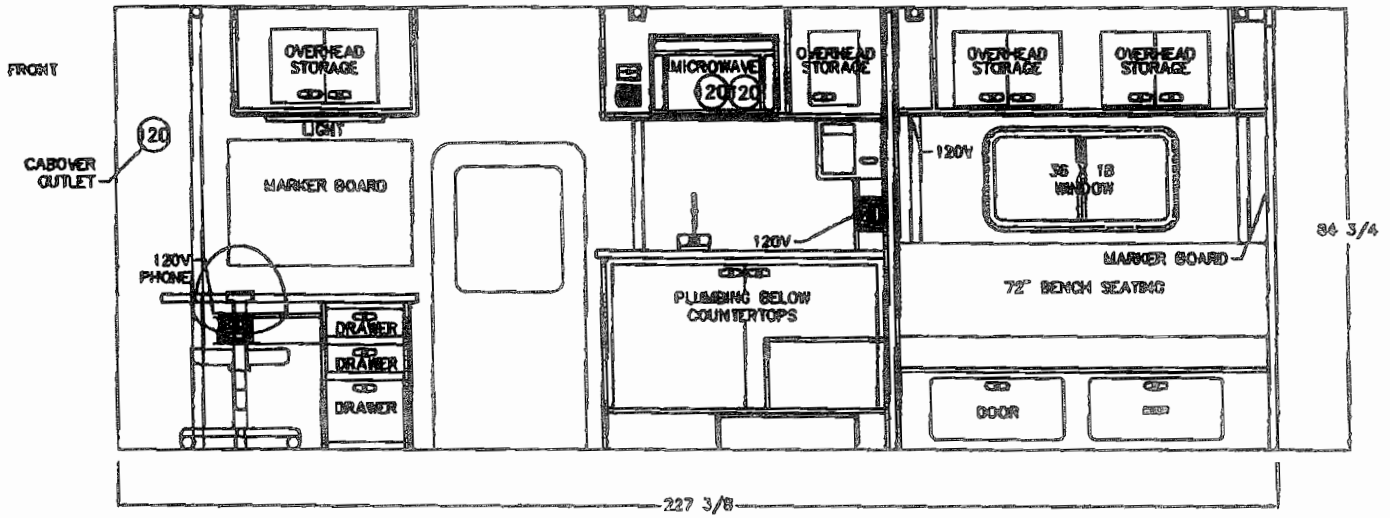
DATE: 02 MAY 08

BJW 04/15/08; 05/09/08

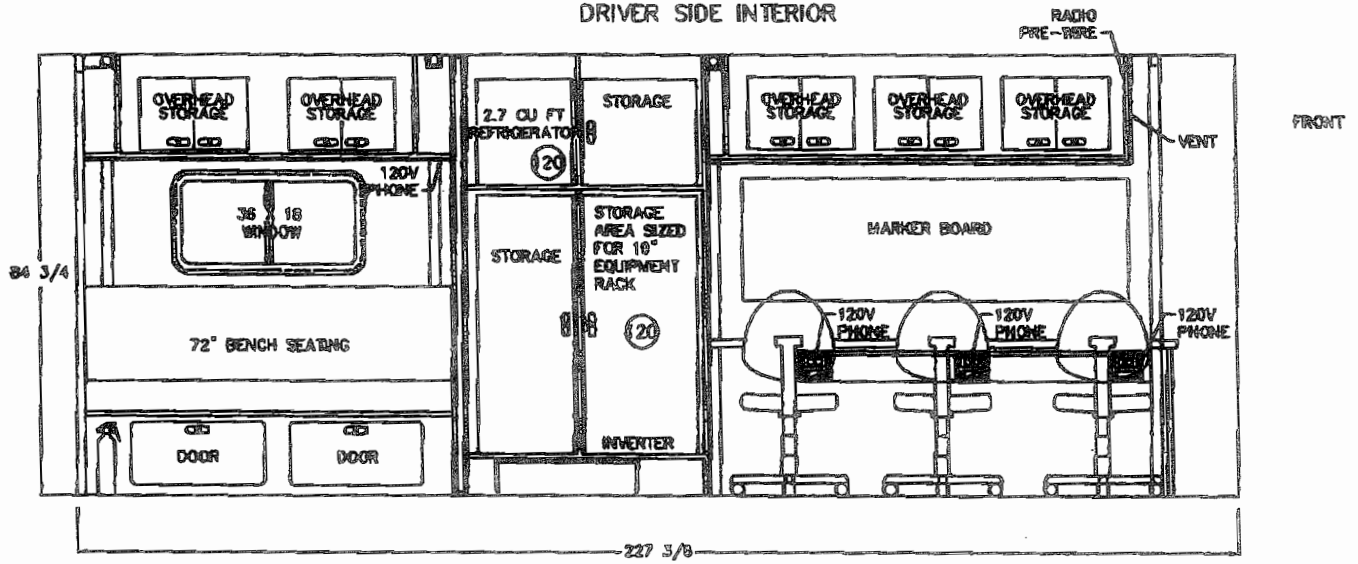
28' COMMAND CENTER

APPENDIX C

PASSENGER SIDE INTERIOR



DRIVER SIDE INTERIOR



IT IS HEREBY UNDERSTOOD THAT DODGEN INDUSTRIES OWNS ALL COPYRIGHTS AND RIGHTS OF REPRODUCTION TO THE DRAWINGS AND DESIGNS OF THE VEHICLE COMPONENT, AND THAT THE PURCHASER ACQUIRES NO RIGHTS OF DESIGN WHATSOEVER. NO RIGHTS OF REPRODUCTION ARE VESTED IN THE PURCHASER IN THE DESIGN OF THE VEHICLE.

FIRM: DADE COUNTY

FIGURE 2

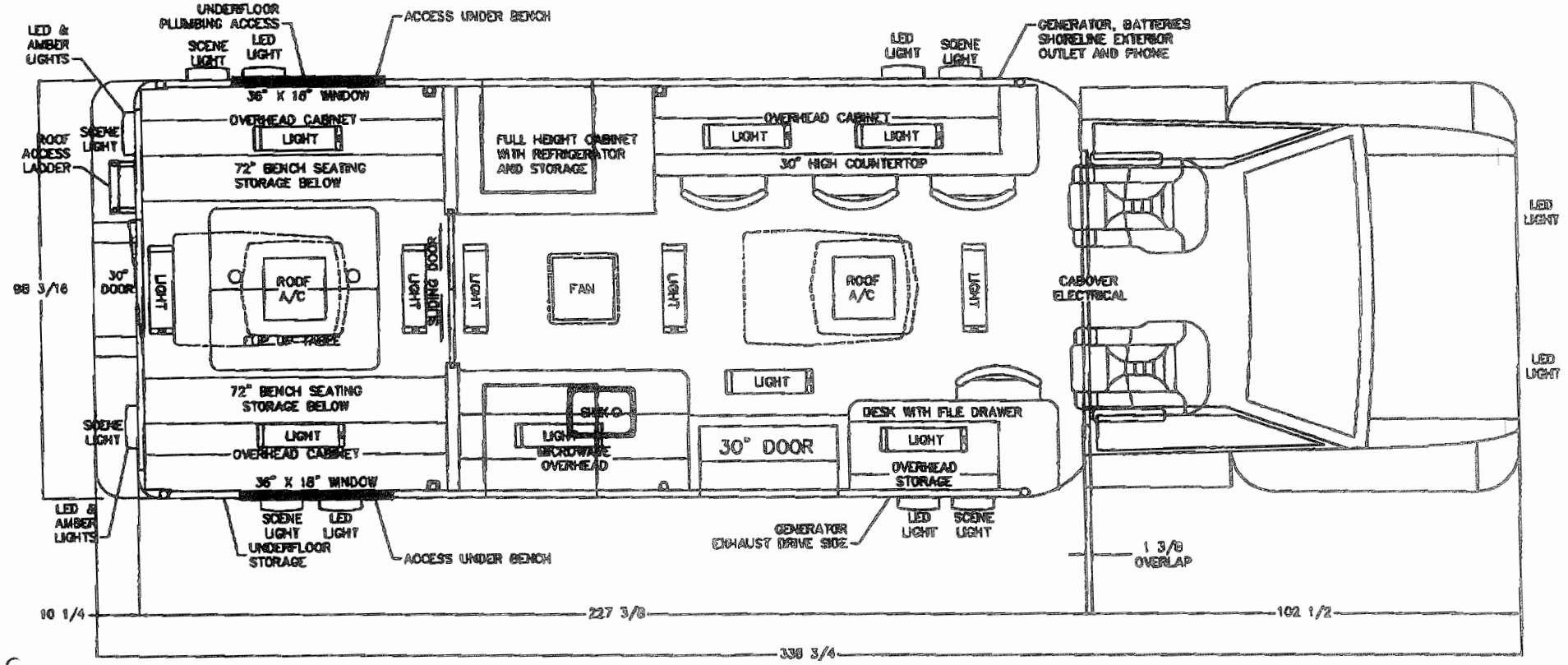
195 1/2" WB 19,500 GVWR

DATE: 09 MAY 08

BJW 04/15/08; 05/09/08

28' COMMAND CENTER

APPENDIX C



IT IS HEREBY UNDERSTOOD THAT DODGEN INDUSTRIES OWNS ALL COPYRIGHTS AND RIGHTS OF REPRODUCTION TO THE DRAWINGS AND DESIGNS OF THE VEHICLE COMPONENT, AND THAT THE PURCHASER ACQUIRES NO RIGHTS OF DESIGN WHATSOEVER. NO RIGHTS OF REPRODUCTION ARE VESTED IN THE PURCHASER IN THE DESIGN OF THE VEHICLE.

FIRM: DADE COUNTY

FIGURE 3

195 1/2" WB 19,500 GVWR

DATE: 09 MAY 08

REV 04/15/08; 05/09/08

Memorandum

Date: April 23,2008

To: Amos Roundtree
Purchasing Division Director
Department of Procurement Management

From: Steven Corwin, CPPO, C.P.M.
Chairperson
Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFP No. 624
Mobile Command Posts and Response Vehicles

The Evaluation/Selection Committee has completed the task of evaluating proposals submitted in response to the above referenced Request for Proposals ("RFP") following the guidelines published in the solicitation as summarized below.

Committee meeting dates: April 21, 2008 (Kick-off)
April 23, 2008 (Technical and Price Evaluation)

Verification of compliance with contract measures: The Review Committee meeting of March 27, 2008 recommended a Small Business Enterprise (SBE) selection factor for this solicitation. The Chairperson has determined that none of the Proposers qualify for the selection factor.

Verification of compliance with minimum qualification requirements: The solicitation did not have any minimum qualification requirements.

Summary of scores:

The preliminary scores are as follows:

Proposer	*Technical Score (max.225)*	*Selection Factor Score (max. 22.5)*	*Total Technical Score (max.247.5)*
1. Dodgen Industries, Inc.	197	0	197
2. MBF Industries, Inc.	148	0	148
3. Brown Industries, LLC	110	0	110
4. Matthew Specialty Vehicles, Inc.	100	0	100
5. Farber Specialty Vehicles	49	0	49
6. Emergency Vehicles, Inc.	39	0	39
7. LB Telesystems, Inc. dba Bickford Vehicles	31	0	31
8. Pride Enterprises	5	0	5

The Evaluation/Selection Committee decided not to hold oral presentations since the proposals did not require further clarification. Price proposals were reviewed for Proposers remaining in consideration, the top three Proposers, after the review and scoring of technical proposals.

The final scores are as follows:

Proposer	*Technical Score* (max.225)	*Selection Factor Score* (max. 22.5)	*Price Score* (max.75)	*Total Combined Score* (max.322.5)	*Price/Cost Submitted*
1. Dodgen Industries, Inc.	197	0	45	242	$1,121,376
2. MBF Industries, Inc	148	0	47	195	$1,047,424
3. Brown Industries, LLC	110	0	30	140	$ 898,212

Local Preference: Local Preference was considered in accordance with applicable ordinances, but did not affect the outcome as no Proposer was within 5% of the top ranked.

Negotiations: The Evaluation/Selection Committee recommends that the County enter into negotiations with the Proposer with the highest score, Dodgen Industries, Inc.

The following individuals will participate in the negotiations:

Steven Corwin, Procurement Contracting Officer, DPM
Laurie Collins, Executive Assistant, MDPD
Mark Jeter, Major, MDPD

Justification for Recommendation: Dodgen Industries, Inc. presented a proposal which satisfied all of the mechanical requirements of the RFP in a superior fashion. They also provided a layout of the body of the vehicle which serves Miami Dade Police Department's needs for a Mobile Command Post in a practical and aesthetic manner.

Copies of the score sheets are attached for each Evaluation/Selection Committee member, as well as a composite score sheet.

Reviewed:

Purchasing Division Director

Date

RFP NO. 624
MOBILE COMMAND POST AND RESPONSE VEHICLES
EVALUATION OF PROPOSALS

COMPOSITE

SELECTION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (3members)	MBF Industries, Inc.	Emergency Vehicles, Inc. (EVI)	Dodgen Industries, Inc.	Matthews Specialty Vehicles, Inc.	Farber Specialty Vehicles	Pride Enterprises	Brown Industries LLC d/b/a Brown Specialty Vehicles	LB Telesystems Inc. dba Bickford Vehicles
Proposer's approach to providing the vehicles requested in this Solicitation including proposed vehicles, weight charts, and project management	35	105	80	0	99	28	15	0	37	0
Proposer's ability to provide the vehicles within the schedule or sooner and Proposer's quality control plan	30	90	42	21	69	55	19	0	51	19
Proposer's experience, qualifications, and past performance in providing the type of vehicles within the schedule described in this Solicitation	10	30	26	18	29	17	15	5	22	12
Total Technical Points *(Total of technical rows)*	75	225	148	39	197	100	49	5	110	31
Selection Factor *(10% of the Technical Points Earned on the Technical Portion)*	10%		0	0	0	0	0	0	0	0
Total Price Points	25	75	47		45				30	
TOTAL POINTS	100	300	195		242				140	

SIGNATURE:

Chairperson

Reviewed By

DATE: 4/23/08

4/23/08

RFP NO. 624
MOBILE COMMAND POST AND RESPONSE VEHICLES
EVALUATION OF PROPOSALS

LAURIE COLLINS (MDPD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	MBF Industries, Inc.	Emergency Vehicles, Inc. (EVI)	Dodgen Industries, Inc.	Matthews Specialty Vehicles, Inc.	Farber Specialty Vehicles	Pride Enterprises	Brown Industries LLC d/b/a Brown Specialty Vehicles	LB Telesystems, Inc. dba Bickford Vehicles
Proposer's approach to providing the vehicles requested in this Solicitation including proposed vehicles, weight charts, and project management	35	28	0	35	10	10	0	7	0
Proposer's ability to provide the vehicles within the schedule or sooner and Proposer's quality control plan	30	15	2	25	25	0	0	2	0
Proposer's experience, qualifications, and past performance in providing the type of vehicles within the schedule described in this Solicitation	10	8	8	9	7	5	0	2	2
Total Technical Points *(Total of technical rows above)*	75	51	10	69	42	15	0	11	2
Selection Factor *(10% of the Technical Points Earned on the Technical Portion)*	10%	0	0	0	0	0	0	0	0
Price Points	25	15		15				5	
TOTAL POINTS	100	66		84				16	

RFP NO. 624
MOBILE COMMAND POST AND RESPONSE VEHICLES
EVALUATION OF PROPOSALS

MARK JETER (MDPD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	MBF Industries, Inc.	Emergency Vehicles, Inc. (EVI)	Dodgen Industries, Inc.	Matthews Specialty Vehicles, Inc.	Farber Specialty Vehicles	Pride Enterprises	Brown Industries LLC d/b/a Brown Specialty Vehicles	LB Telesystems, Inc. dba Bickford Vehicles
Proposer's approach to providing the vehicles requested in this Solicitation including proposed vehicles, weight charts, and project management	35	22	0	34	18	5	0	0	0
Proposer's ability to provide the vehicles within the schedule or sooner and Proposer's quality control plan	30	12	19	24	30	19	0	24	19
Proposer's experience, qualifications, and past performance in providing the type of vehicles within the schedule described in this Solicitation	10	10	10	10	10	10	5	10	10
Total Technical Points *(Total of technical rows above)*	75	44	29	68	58	34	5	34	29
Selection Factor *(10% of the Technical Points Earned on the Technical Portion)*	10%	0	0	0	0	0	0	0	0
Price Points	25	20		20				10	
TOTAL POINTS	100	64		88				44	

RFP NO. 624
MOBILE COMMAND POST AND RESPONSE VEHICLES
EVALUATION OF PROPOSALS

ALBERT PORTER (SBD)

64

SELECTION CRITERIA / PROPOSERS	Maximum Points	MBF industries, Inc.	Emergency Vehicles, Inc. (EVI)	Dodgen Industries, Inc.	Matthews Specialty Vehicles, Inc.	Farber Specialty Vehicles	Pride Enterprises	Brown Industries LLC d/b/a Brown Specialty Vehicles	LB Telesystems Inc. dba Bickfor Vehicles
Proposer's approach to providing the vehicles requested in this Solicitation including proposed vehicles, weight charts, and project management	35	30	0	30	0	0	0	30	0
Proposer's ability to provide the vehicles within the schedule or sooner and Proposer's quality control plan	30	15	0	20	0	0	0	25	0
Proposer's experience, qualifications, and past performance in providing the type of vehicles within the schedule described in this Solicitation	10	8	0	10	0	0	0	10	0
Total Technical Points *(Total of technical rows above)*	75	53	0	60	0	0	0	65	0
Selection Factor *(10% of the Technical Points Earned on the Technical Portion)*	10%	0	0	0	0	0	0	0	0
Price Points	25	12		10				15	
TOTAL POINTS	100	65		70				80	

Memorandum

MIAMI-DADE COUNTY

Date: April 7, 2008

To: Those Listed Below

From: George M. Burgess
County Manager

Subject: Request for Evaluation/Selection Committee for the Miami-Dade Police Department Request for Proposals for Mobile Command Posts and Response Vehicles - RFP No. 624

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for the Miami-Dade Police Department Request for Proposals for Mobile Command Posts and Response Vehicles - RFP No. 624:

Selection Committee
Steven H. Corwin, DPM, Non-Voting Chairperson
Laurie Collins, MDPD
Mark Jeter, MDPD
Albert Porter, SBD
Angelica Suarez, GSA (Alternate)

Technical Advisor (Non-Voting)
Rey Llerena, GSA

The Selection Committee will meet to review written or printed material regarding the qualifications of each of the certified firms as it relates to the requirements defined in the advertised document. If required, the Selection Committee will select several candidate firms meeting the published criteria, to make oral presentations at a properly noticed public hearing to the full Selection Committee.

The Selection Committee shall be responsible for evaluating, rating and ranking the proposals by each Committee member, based on the criteria and procedure contained in the advertised document. The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria. If responsive proposers are invited to make oral presentations, the Committee may re-rate and re-rank the proposals based upon the written documents combined with the oral presentation. You may utilize staff of the issuing department and the using agency to conduct a preliminary review of the proposals for responsiveness to the technical requirements. All requests for specific determinations shall be made in writing to the County Attorney's Office.

You are directed to assist me in the selection process considering the factors delineated in the advertised document. These factors may include methodology and management approach, qualifications and experience of principals and staff, financial stability, proposer's past performance of similar scope and size, proposer's detailed plans to meet the objectives of each task, activity, etc., pursuant to any schedule, proposer's previous County experience, history and experience of the firm or individual(s), understanding of the project and the County's objectives, responsiveness to the established requirements, and Cost/Revenue (normally separate and sealed). When the document requires the proposer to provide cost/revenue in a separate sealed envelope, cost/revenue will be considered separately and after the other criteria have been evaluated.

If you are unable to participate in the Selection process, contact this office through Small Business Development (SBD) by memorandum documenting the reason why you cannot participate. Only in cases of **dire** urgency may you be excused from participation.

The alternate committee member will serve only in the event of an approved substitution. No substitution of committee members shall be allowed after the first official meeting of the committee. The Department of Procurement Management's (DPM) RFP Unit may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

Following the oral presentation, or upon completion of the review process, the Committee shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the top recommended firm(s) based upon the reasoning and mathematical formula, if utilized, and attach supporting documentation and a summary sheet which MUST include the following information:

Name of firm(s)
Quality Rating Score
Price
Adjusted Score (if applicable)
Committee's Overall Ranking

This report should be submitted to me through the SBD for review and consideration for further recommendation to the Board of County Commissioners.

As a matter of administrative policy and to maintain a fair and impartial process, all individuals appointed to the Selection Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyists and/or consultants. Committee members are reminded that in accordance with the Cone of Silence Ordinance 98-106, they are prohibited from having any communication with potential respondents and/or their representatives. Violation of this policy could lead to termination.

All questions must be directed to the staff contact person(s) designated by the issuing department.

c: Miriam Singer, Director, DPM
Robert Parker, Director, MDPD
Wendi Norris, Director, GSA
Penelope Townsley, Director, SBD

Selection Committee
Steven H. Corwin, DPM, Non-Voting Chairperson
Laurie Collins, MDPD
Mark Jeter, MDPD
Albert Porter, SBD
Angelica Suarez, GSA (Alternate)

Technical Advisor (Non-Voting)
Rey Llerena, GSA

SELECTION COMMITTEE
MIAMI-DADE POLICE DEPARTMENT
REQUEST FOR PROPOSALS
MOBILE COMMAND POSTS AND RESPONSE VEHICLES

RFP NO. 624

Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional Licenses	Telephone #
Steven H. Corwin Non-Voting Chairperson	DPM	--	--	--	--	(305) 375-3673
Laurie Collins Executive Assistant to the Police Services Assistant Director	MDPD	1986	White Female	Doctor of Law Bachelor of Arts	Member of Florida Bar	(305) 471-2104
Mark Jeter Police Major	MDPD	1982	White Male	Bachelor of Public Administration	Certified Police Officer, Licensed Mortgage Broker	(305) 940-9980
Albert Porter Contract Development Specialist 2	SBD	1995	Black Male	Master of Business Administration and Management Bachelors in Economics	N/A	(305) 375-3128
Angelica Suarez Fleet Administrative Supervisor (Alternate)	GSA	2003	Hispanic Female	Master of Business Administration Bachelor of Science in Biology	N/A	(305) 375-2414
TECHNICAL ADVISOR (NON-VOTING)						
Rey Llerena, Manager Equipment Services	GSA	1993	Hispanic Male	Bachelor of Public Administration Bachelor of Criminal Justice Administration	CPPB	(305) 375-2299