Cooperative Purchasing Program

Contract Terms and Conditions

Drew Terpak

FSA Business Operations Manager Date

EFFECTIVE DATE 10/1/2016

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions Rev 08/0916
1.0 GENERAL CONDITIONS

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1.0 GENERAL CONDITIONS

1.00 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association using the information shown above. Please be sure to reference the bid number and your contact information.

The contact person(s) for this bid is

Annette Grissom, FSA Cooperative Bid Coordinator
E-mail: agrissom@flsheriffs.org
Phone: 850-877-2165 ext. 231
Fax: 850-878-5115

Andrew Terpak, Business Operation Manager
E-mail: dterpak@flsheriffs.org
Phone: 850-877-2165 ext. 227
Fax: 850-878-5115

All written (hard) copy communication or document submittals for this Invitation to Bid should be directed to:

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

The Bid number should be referenced on the outside of the box as well as the contents.

1.01 PURPOSE

The Florida Sheriffs Association and the Florida Association of Counties invite interested vendors, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The Florida Sheriffs Association will serve as the "Contract Administrator" in the solicitation process and the administration of the resulting contract. The purpose of this bid is to establish a twelve (12) month contract, beginning October 1st and ending September 30th, annually with manufacturer's authorized dealers for the purchase of vehicles and equipment on a "no trade-in basis".

Trade-ins are not addressed in this contract. If an agency has a desire to offer vehicles/equipment for trade to the dealer, the agency and dealer may do so at their sole discretion, separate and apart from this contract.

1.02 TERM OF CONTRACT

This contract shall remain in effect for one (1) year from date of contract execution by the FSA Cooperative Purchasing Program Administrator, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, for up to two (2) additional years, on a year to year basis.

Contract extensions will only be executed when conditions indicate it is in the best interest of the FSA and the customers.

In the event that the contract is held beyond the term herein provided it shall only be from a month-to-month basis only and shall not constitute an implied renewal of the contract. Said month to month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

1.03 ESTIMATED QUANTITIES (Vehicles and Equipment)

In FY 2015-16 eligible users purchased approximately 8,500 rolling inventory from the vehicle and equipment bid awards. These estimated figures are given only as a guideline for preparing your bid and should not be construed as representing projected figures.

Estimated quantities or estimated dollars, if provided, are for FSA guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The FSA is not obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.04 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff of the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the Sheriff's Offices from the provisions of the Florida Statute requiring among other things, sealed and competitive bids procedures.

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

1.05 COOPERATIVE PURCHASING

Pursuant to their own governing laws, and subject to the agreement of the Vendor, other entities may be permitted to make purchases at the terms and conditions contained in General Conditions Section 1.09 Eligible Customers of Contract.

Non-Customer purchases are independent of the agreement between Customer and Vendor, and Customer shall not be a party to any transaction between the Vendor and any other purchaser.

1.06 FUNDING

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

1.07 CURRENCY Rev2/16

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

1.08 GENERAL DEFINITIONS

The following terms are defined as the following

(a) "FSA Cooperative Purchasing Program Administrator" means the Florida Sheriffs Association in its role in administering the solicitation and contract administration process for the Florida Sheriffs Association and the Florida Association of Counties or their designee.

(b) "Fleet Advisory Committee (FAC)" means an employee of Sheriffs Offices and other local governmental agencies in the State of Florida and/or any other person who FSA identifies as subject matter expert who will assist with the development of bid specifications and evaluation of bid responses.

(c) "Vendor" means the bidder that has been awarded and agrees to provide products, vehicles, trucks, or equipment, which meet the requirements, specifications, terms and conditions of theagreement contract, to eligible customers, as defined herein.

(d) "Customer" means an eligible customer as defined in General Conditions Section 1.09 Eligible Customers of Contract.

(e) "Bid" shall mean a competitive bid procedure established through the issuance of an invitation to bid. The term "bid" as used herein, shall not include request for proposals, request for qualifications, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

(f) "Bidder" means a person or enterprise that submits a formal offer to the FSA Cooperative Purchasing Program Administrator in accordance with these Contract Terms and Conditions.

(g) "Dealer(s)" A manufacture's certified representative authorized by the manufacturer to market, sell, provide, and service the vehicles/equipment included in the FSA Cooperative Purchasing Program. Dealers may be Vendor owned and controlled, in whole or in part or independently owned and controlled.

(h) "Manufacturer" The original producer or provider of Vehicles/Equipment responsive to this Bid.

(i) "Factory" refers to the manufacturer; the assembly line.

(j) "Dealer Option" a product or service provided by the dealer or other third party; not the factory.

(k) "Non-Scheduled Options" Any optional new or unused component not specified, feature or configuration not included in the base representative vehicle model specifications or options.

(l) "Up fitter" An individual or business who installs non-factory options on a vehicle or equipment; not the factory.

(m) "Sub-Vendor or 3rd party" Refers to an individual or business firm contracting to perform part or another's entire contract.

(n) "MSRP(s)" an acronym for Manufacturer's Suggested Retail Price, which represents the Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:

1. Manufacturer's Computer Printouts; Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent)
2. Chrome Systems, Inc.'s PC Carbook (e.g., PC Carbook Plus and PC Carbook Fleet Edition)
3. Manufacturer's Annual U.S. Price Book
4. Manufacturer's official website
5. Edmunds (No subscription req'd)

Note: Some of above resources above require a paid subscription.

(o) "Recognized MSRP" recognized MSRP occurs when an FSA requested option does not exist to the base vehicle model as a free flow option contained in the manufacturer's order guide. This MSRP is generated by the creation of a new model that includes the requested FSA option content.

(p) "Published Pricing" the published price that a company will sell a commodity for, when the commodity is not traded on an official exchange.

(q) "Balance Out" a term used by manufacturers to notify dealers the factory has reached maximum capacity for orders. Vehicle manufacturer's use this term when referring to any given model year for production.

1.09 ELIGIBLE CUSTOMERS OF CONTRACT

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

All agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All awarded Vendors/Dealers are governed by their manufacturer's agreement. Reference Funding Section 1.06

The State of Florida, Department of Management Services, Division of State Purchasing administers statewide contracts and agreements for use by Florida State agencies, local governments, educational institutions, and other entities as defined in 60A-1.005, Florida Administrative Code.

Out of State Sales are permitted under this contract however, again ALL agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All contractor/dealers are governed by their manufacturer's agreement. All contractor/dealers referencing this contract for the purpose of facilitating sales (purchase authority) outside the State of Florida must accept the terms and conditions of this contract.

60A-1.005 Eligible Users.
The following entities are eligible users:
(1) All governmental agencies, as defined in Section 163.3164, F.S., which have a physical presence within the State of Florida;
(2) Any independent, nonprofit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools. *Rulemaking Authority 287.042(12) FS. Law Implemented 287.012(12) FS. History–New 8-24-04*

1.10 LEGAL REQUIREMENTS

Federal, State, county laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

1.11 PATENTS & ROYALTIES

The bidder, without exception, shall indemnify and save harmless the FSA and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The FSA or Customer.

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

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided. This includes, but is not limited to, Federal Motor Vehicle Safety Standards (FMVSS), Occupational Safety and Health Administration (OSHA), EPA Emission Standards, Fire Apparatus Vehicle Standards, Federal Ambulance Standards (KKK-A-1822F), Federal Motor Vehicle Safety Standards (FMVSS), National Highway Traffic Safety Administration (NHTSA) and State of Florida laws, requirements, and regulations that apply to the type and class of commodities and contractual services being provided.

In addition, if any applicable federal or State legislation becomes effective during the term of the Contract, regarding the Commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The Awarded Vendor/Dealer shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Awarded Vendor/Dealer shall contact the Business Operation Manager immediately.

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

1.13 UNDERWRITERS' LABORATORIES

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

1.14 AMERICAN WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA HR Director at 850-877-2165 (voice), 850-878-8665 (fax) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

1.15 REASONABLE ACCOMMODATION

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

1.16 MINORITY BUSINESS ENTERPRISE (MBE)

The Florida Sheriffs Association Policy is that Minority Business Enterprises (MBE) shall have the opportunity to participate in competitive bids. Such process would be for supplying goods and services to FSA and Customers.

1.17 ANTI-DISCRIMINATION

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

1.18 BEST COMMERCIAL PRACTICES

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

All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act (Section 287.133) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Vendor, supplier, Sub-Vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

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

The Florida Sheriffs Association is a 501c3 Organization and exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 59-0708112.

1.21 TAXES

Customers making purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the Customer is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

1.22 SPECIAL CONDITIONS

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

1.23 BID CLARIFICATION

Any questions or clarifications concerning this Invitation to Bid shall be submitted in writing by mail or facsimile to the Florida Sheriffs Association, Cooperative Bid Coordinator 1st Floor, 2617 Mahan Drive, Tallahassee FL 32308 and a copy to COOP@flsheriffs.org with the bid title/number shall be referenced on all correspondence. All questions must be received no later than ten (10) calendar days prior to the scheduled bid opening date.

All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

1.24 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA is limited to matters of process or procedure. Requests for additional information or clarifications must be made in writing to the FSA Cooperative Bid Coordinator no later than Ten (10) calendar days prior to the scheduled Bid opening date.

The FSA will issue replies to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the deadline for responding to the Bid.

Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid. Bidders should verify with the FSA Cooperative Bid Coordinatorprior to submitting a bid that all addenda have been received. Reference Bidder Instructions Section 2.28, entitled "Cone of Silence" which sets forth the policies and procedures relative to oral and written communications.

1.25 INTERPRETATIONS

Unless otherwise stated in the bid, any questions concerning conditions and specifications should be submitted in writing to the FSA Cooperative Contract Bid Coordinator at 2617 Mahan Drive, Tallahassee, FL 32308 or by e-mail to: COOP@flsheriffs.org

1.26 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS

If any person contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the FSA Cooperative Bid Coordinator at least ten (10) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the FSA. The FSA shall issue an Informational Addendum if clarification or minimal changes are required.

The FSA shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids are required. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

The Bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided on the Bid Form. Failure to acknowledge Addendum shall deem its Bid non-responsive; provided, however, that the FSA may waive this requirement in its best interest. The FSA will not be responsible for any other explanation or interpretation made verbally or in writing by any other FSA representative.

1.27 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the bidder or Vendor, which offer shall be deemed accepted upon approval by the FSA and in case of default on the part of successful bidder or Vendor, after such acceptance, the FSA may procure the items or services from other sources and hold the bidder or Vendor responsible for any excess cost occasioned or incurred thereby.

1.28 ASSIGNMENT

The Vendor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the FSA.

1.29 METHOD OF AWARD

Award of this contract will be made to a primary bidder. FSA will also identify the second lowest and best bidder per specification and zone to be utilized in the event the primary bidder is unable to fulfill their obligations.

The FSA reserves the right to make multiple awards if deemed in the best interest of the FSA. Reference Contract Conditions Section 3.19, Basis for Award.

1.30 AUTHORITY TO RESOLVE PROTESTED BIDS AND PROPOSED AWARDS

(a) Right to protest. Any actual bidder, qualified proposer, or interested parties (hereinafter collectively referred to as the "bidder) who has a substantial interest in, and is aggrieved in connection with the solicitation or proposed award of, a request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI) or invitation to bid for goods and/or services ("herein after collectively referred to as the bid") may protest to the FSA Cooperative Purchasing Program Administrator.. Protest arising from the decisions and votes of any evaluation or selection committee shall be limited to protest based upon deviation(s) from established purchasing procedures set forth by FSA policy and procedures and specification, requirements and/or terms set forth in any bid.

(1) Any protest concerning the bid specifications, requirements, and/or terms must be made within three (3) business days (for the purpose of this section "business day" means a day other than Saturday, Sunday or a national holiday), from the time the facts become known and, in any case, at least two (2) business days prior to the opening of the bid. Such protest must be made in writing to the FSA Cooperative Purchasing Program Administrator and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest bid specifications, requirements and /or terms is a waiver of the ability to protest the specifications, requirements and/or terms.

(2) Any protest after the bid opening, including challenges to actions of any evaluation or selection committee as provided in subsection (a) above shall be submitted in writing to the FSA Cooperative Purchasing Program Administrator. FSA will allow such bid protest to be submitted anytime until two (2) business days following the release of the Administrator's written recommendation to the FSA for award of the bid in question. Such protest shall state the particular grounds on which it is based and shall include all pertinent grounds on which it is based, and shall include all pertinent documents and evidence. No bid protest shall be accepted unless it complies with the requirements of this section. All actual bidders shall be notified in writing (which may be transmitted by electronic communication, such as facsimile transmission and/or e-mail), following the release of the Administrator's written recommendation to the FSA.

(b) Any bidder who is aggrieved in connection with the solicitation or proposed award of a purchase order based on an oral or written quotation may protest to the FSA Cooperative Purchasing Program Administrator anytime during the procurement process, up to the time of the award of the purchase order, but not after such time, Such protest shall be made in writing and state the particular grounds on which it is based and shall include all pertinent documents and evidence. No bid protest shall be accepted unless it complies with the requirements of this section.

(c) The FSA may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include , but not limited to staff time, legal fees and expenses (including expert witness fees), reproduction of documents and other out of pocket expenses.

(d) Authority to resolve protest. The FSA Cooperative Purchasing Program Administrator shall have the authority to settle and resolve a protest concerning the solicitation or award of the bid.

(e) Responsiveness. Prior to any decision being rendered under this section with respect to a bid protest, the FSA Cooperative Purchasing Program Administrator and the FSA legal counsel, or their respective designees, shall certify whether the submission of their bidder to the bid in question is responsive. The parties to the protest shall be bound by the determination of the FSA Cooperative Purchasing Program Administrator and the FSA legal counsel with regard to the issue of responsiveness.

(f) Decision and appeal procedures. If the bid protest is not resolved by mutual agreement, the FSA Cooperative Purchasing Program Administrator and FSA Legal counsel, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision.

(g) Any person aggrieved by any action or decision of the FSA Cooperative Purchasing Program Administrator, FSA legal counsel, or their respective designees, with regard to any decision rendered under this section may file an appeal. Reference General Conditions Section 1.30(h).

(h) All appeals arising under or relating to this Agreement are to be settled by binding arbitration in the State of Florida. Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within 72 hours of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within 10 days of the FSA bid protest decision.

Any person who files for arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to $5,000.00. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings.

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

(i) The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of cost and expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in the industry and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity.

Any action not brought in good faith shall be subject to sanction's including damages suffered by the FSA and the legal counsel's fees incurred by the FSA in defense of such wrongful action.

(j) Distribution. A copy of each decision by the FSA Cooperative Purchasing Program Administrator and the FSA Legal counsels shall be mailed or otherwise furnished immediately to the protestor.

(k) Stay of procurements during protest. In the event of a timely protest under this section, the contract administration shall not proceed further with the solicitation or with the award pursuant to such bid unless a written determination is made by the FSA Cooperative Purchasing Program Administrator, that the award must be made without delay in order to protect a substantial interest of the FSA.

(l) The institution and filing of a protest under this article is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the FSA concerning the subject matter of protest.

(m) Protest not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.

(n) At the time of the FSA Cooperative Bid Coordinator's recommendation for award a bid is presented at a meeting with the FSA Cooperative Purchasing Program Administrator shall report any legal issues relative to any bid protest filed in connection with the bid in question.

(o) The determination of the FSA Cooperative Purchasing Program Administrator and the FSA legal counsel with regards to all procedural and technical matters shall be final.

1.31 DEMONSTRATION OF COMPETENCY

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid.

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

The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the FSA in making the award in the best interest of the FSA.

The FSA may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the FSA through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Bid may render the Bid non-responsive.

The FSA may, during the period that the Contract between the FSA and the successful Bidder is in force, review the successful Bidder's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Bidder's performance on contracts awarded to it by the FSA, the FSA may place said contracts on probationary status and implement termination procedures.

If the FSA determines that the successful Bidder no longer possesses the financial support, equipment and organization which would have been necessary during the Bid evaluation period in order to comply with this demonstration of competency section.

1.32 VENDOR ABILITY TO PERFORM:

The Vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy its Contract obligations. The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statues, or on any similar list maintained by any other state or the federal government. Reference General Conditions Section 1.48 Non Performance. The Vendor shall immediately notify the FSA and Customer in writing if its ability to perform is compromised in any manner during the term of the contract.

1.33 QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship, meeting or exceeding federal safety standards.

1.34 NON-CONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with specifications. Item delivered, not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.

Any violation of these stipulations may also result in:

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

1.35 WAIVER OF INFORMALITIES

The FSA reserves the right to waive any informalities or irregularities in this bid solicitation.

1.36 GRATUITIES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid.

1.37 TIE BIDS

Please be advised that in accordance with Florida Statues Section 287.087, regarding identical tie bids, preference will be given to vendors certifying that they have implemented a drug free work place program. A certification form will be required at the time of bid submission.

Whenever two or more bids which are equal with respect to price, quality and service are received for the procurement of commodities or contractual services preference shall be given to businesses with qualifying drug-free workplace programs.

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

- Bidder Within (A SPECIFIC ZONE)
- Bidder Within the (STATE of FLORIDA)
- Dealers track record with Customer Service
- Coin Toss

1.38 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables Florida Sheriffs Association (hereafter known as 'FSA') to readily identify Vendor's Sales.

FSA and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract or Agreement and all government sales and eligible users info for review and kept by or under the control of the Vendor, including, but not limited to those kept by the Vendor, its employees, agents, assigns, successors, and Sub-Vendors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; memoranda; and correspondence.

Vendor shall, at all times during the term of this Contract or Agreement and for a period of Three (3) years after the completion of this Contract or Agreement, maintain such records, together with such supporting or underlying documents and materials. The Vendor shall at any time requested by FSA, whether during or after completion of this Contract or Agreement, and at Vendor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by FSA. Such records shall be made available to FSA (subject to a three day written notice) during normal business hours.

FSA at their option may select the Vendor's office, place of business or offsite location for the audit; and/or option to have the Vendor provide financial records, together with the supporting or underlying documents and records, via e-mail or phone for audit at a time and location that is convenient for FSA.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and Sub-Vendors and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and

any Sub-Vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by FSA unless certain exemption criteria are met. If the audit identifies under reporting, overpricing or overcharges (of any nature) by the Vendor to FSA in excess of three (3) percent (3%) of the total contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000.00. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Vendor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of FSA's findings to Vendor.

1.39 FINANCIAL RESPONSIBILITY

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

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid, and has the adequate facilities and personnel to fulfill such requirements;
- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- In assessing financial responsibility, Vendor shall consider items such as the specifications bid, the zones bid, and the quantity of specifications bid, as well as timing of payment from customers, which can be 45 days from receipt of invoice;
- Assumes full responsibility that all vehicles delivered to the customer are free and clear of all outside liens, encumbrances, security interests apart from the dealer floor plan or other dealer inventory finance security interest.

1.40 LAWS, PERMITS AND REGULATIONS

The bidder shall obtain and pay for all licenses, permits and inspection fees (including all levels of governmental fees) required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.

1.41 LIABILITY, INSURANCE, LICENSES AND PERMITS

Where bidders are required to enter or go onto FSA or Customer property to deliver materials or perform work or services as a result of a bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable County and Municipal code requirements. The bidder shall be liable for any damages or loss to the FSA or Customer occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of his or her bid.

1.42 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. After acceptance of bid, the FSA will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions.

Agencies may request a performance bond from an Awarded Vendor. Performance Bonds are recommended with pre-payment and will be at the expense of the requesting agency. Agencies should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.43 ELIMINATION FROM CONSIDERATION

This bid solicitation shall not be awarded to any person or *dealer* who is in arrears to the FSA upon any debt, taxes or contracts which are defaulted as surety or otherwise upon any obligation to the FSA.

1.44 COLLUSION

Bids from related parties: Where two (2) or more related parties each submit a bid or bid for any contract, such bids or bids shall be presumed to be collusive.

The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or bids.

Related parties mean bidders or proposers or the principals thereof which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract. Bids or bids found to be collusive shall be rejected.

Bidders or Proposers who have been found to have engaged in collusion will be considered non-responsible, and will be suspended or barred, and any contract resulting from collusive bidding may be terminated for default.

Notes: Dealerships and their representatives may submit multiple bids without conflict of "Collusion" as long as the bid submitted is not from the same manufacture and product line. Dealerships which share the same ownership may submit multiple bids also without conflict of collusion as long as the bidders are not in the same region, with the same manufacturer and product line. Vendors/Dealers Reference Contract Terms Section 3.07 Collusion 2nd Ref.

1.45 DEFAULT

Failure or refusal of a bidder to execute a contract upon award, or withdrawal of a bid before such award is made, may result in forfeiture of that portion of any bid surety required equal to liquidated damages incurred by the FSA thereby, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the bidder's list.

1.46 DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the FSA shall be final and binding on both parties. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

Any agreement resulting from the award of this Bid (if applicable); then Addenda released for this Bid, with the latest Addendum taking precedence;

- then The Bid;
- Then Awardee's Bid.

1.47 PROTESTS AND ARBITRATION

Any person who proposes to file an action protesting a decision or intended decision pertaining to this bid or the resulting contract should refer to 1.38 Authority to Resolve Protested Bids and Proposed Awards.

Additionally, the person or entity filing such protest shall post with the Florida Sheriffs Association at the time of filing the formal written protest or within the 10 business day period allowed for filing the formal written protest, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to $5,000.00, which bond or security will be conditioned upon the payment of all cost which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. For the purpose of bid protests, the filing party shall not stay the implementation of the bid award by the Florida Sheriffs Association.

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

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA bear the cost of their own attorney fees.

For the purpose of arbitration, the filing party shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.48 NON-PERFORMANCE

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

Vendors that are not in compliance with any of the provisions of this contract can be assessed fines (see schedule of fines below), suspended and or terminated from the contract and future competitive bid solicitations at the discretion of the FSA Cooperative Purchasing Program Administrator.

In some instances, Vendors may be required to develop corrective action plans to address contract compliance. In situations where there is evidence the dealer, Vendor, fleet sales manager or other representative has demonstrated egregious breaches of the contract or trust to both with the FSA and the customer, the contract will automatically be terminated and the dealer and their representative will be removed from future solicitations for a period up to three (3) years.

Failure to abide by corrective action plans will result in the dealer and the dealer representative to be terminated from the contract and future competitive bid solicitations at the discretion of the FSA Cooperative Purchasing Program Administrator.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year and/or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the Customer, any misrepresentation of optional equipment or service as being "factory" that fails to meet the definition as described in this document, and any other practice deemed to be outside of the intent of the contract.

Any Vendor, who is presented with a valid purchase order as a result of a bid award for this contract, is required and bound by this contract to accept such purchase order(s) and deliver the product(s); regardless if the vehicle(s) or equipment is a base model or includes options at a higher cost. The Vendor must deliver this vehicle regardless of profit or loss based on their respective bid. Failure to deliver said vehicles or equipment will result in the ordering agency and the FSA seeking damages for the difference of cost to issue the exact same order with another Vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order.

All terms and conditions are applicable throughout the term of the contract and not any given "Year, Make or Model".

Schedule of Fines – The list of fines are a minimum result of non-compliance.

Failure to submit quarterly report on time	$25.00 per day
Lost Purchase Order* (PO) – 1st Offense	$100.00 per incident
Lost Purchase Order* (PO) – 2rd Offense	$250.00 per vehicle
Lost Purchase Order* (PO) – 3rd Offense	Removal from the Contract
Failure to place order within ten (10) business days	$100.00 per day
Failure to issue acknowledgment of Purchase Order to Agency and/or FSA within the 14 calendar days as per 3.54 of the terms and conditions	$100.00 per P.O
Failure to Report Sales	.0075 plus 1.5% each month following the delivery date.

*Each report of a lost purchase order will be handled on a case by case basis.

1.49 CANCELLATION

In the event any of the provisions of this bid are violated by the Vendor, the Business Operation Manager shall give written notice to the Vendor stating the deficiencies and unless deficiencies are corrected within ten (10) business days, recommendation will be made to the FSA for immediate cancellation. The FSA reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

1.50 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

1.51 TERMINATION FOR DEFAULT

If through any cause within the reasonable control of the successful bidder, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, the FSA shall thereupon have the right to terminate the services then remaining to be performed by giving written notice to the successful bidder of such termination which shall become effective upon receipt by the successful bidder of the written termination notice.

In that event, the FSA shall compensate the successful bidder in accordance with the Agreement for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the successful bidder shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the Agreement by the bidder, and the FSA may reasonably withhold payments to the successful bidder for the purposes of set off until such time as the exact amount of damages due the FSA from the successful bidder is determined.

1.52 TERMINATION FOR CONVENIENCE OF FSA

The FSA, for its convenience, can terminate the contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective thirty (30) days following receipt by bidder of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balanced of the Agreement or cancellation charges.

Any payments to the Vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

1.53 INTELLECTUAL PROPERTY Rev 2/16

Except for the rights expressly granted to the End User under this Agreement, the Florida Sheriffs Association will retain all right, title and interest in and to the Licensed Technology, including all worldwide Technology and intellectual property and proprietary rights.

2.0 BIDDER INSTRUCTIONS

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2.01 BIDDER QUALIFICATIONS

In order for bids to be considered, new bidders to the Florida Sheriffs Cooperative Contract must submit with their bid, evidence that they are qualified to satisfactorily perform the specified service. Evidence shall include all information necessary to certify that the bidder maintains a permanent place of business; is an authorized distributor of the items specified in their proposal; has not had just or proper claims pending against him or his firm; and has provided similar type products. The evidence will consist of listing of contracts for similar services that have been provided to public and private sector clients, within the last three (3) years, and letter from the manufacturer that bidder is an authorized distributor for the proposed manufacturer.

2.02 LICENSING/FACILITIES

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

FSA Cooperative Purchasing Program Administrator reserves the right to periodically request additional or updated information from a dealer regarding the repair/warranty facility during the solicitation and the term of the contract, if awarded. The FSA Cooperative Purchasing Program Administrator may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION: (Reference Contract Check List for applicability to this contract)

Vendor shall be fully liable for the actions of its agents, employees, partners, or Sub-Vendors and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or Sub-Vendors; provided, however, that the bidder shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Florida Sheriffs Association, and participating agencies.

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

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

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

The Vendor, at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the following requirements:

Maintain Automobile Liability Insurance including Property Damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work.

No change or cancellation in insurance shall be made without thirty (30) days written notice to the Business Operation Manager.

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

Original signed Certificates of Insurance, evidencing such coverage's and endorsements as required herein shall be filed with and approved by the Business Operation Manager prior to execution of a contract with the Florida Sheriffs Association.

The certificate must state Bid Number and Title. Upon expiration of the required insurance, the Vendor must submit updated certificates of insurance for as long a period as any work is still in progress.

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

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

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

"The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501c3, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of $1,000,000.00 for each occurrence and for all damages to the property of others in and up to the amount of $1,000,000.00 for each occurrence per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Vendor, his agents, servants, or employees, or through the mere existence of the project under contract".

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify his insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

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

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

Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to provide acceptable evidence of current insurance within seven days of receipt of written notice at any time during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof. If bidder does not meet the insurance requirements of the specifications; alternate insurance coverage, satisfactory to the Business Operation Manager, may be considered.

It is understood and agreed that the inclusion of more than one insured under these policies shall not restrict the coverage provided by these policies for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insured's hereunder shall be considered members of the public; but the provisions of this Cross Liability clause shall apply only with respect to liability arising out of the ownership, maintenance, use, occupancy or repair of such portions of the premises insured hereunder as are not reserved for the exclusive use of occupancy of the insured against whom claim is made or suit is filed.

2.04 SPECIFICATIONS

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

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

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

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

It is important to note "Full Size" spare tires are not standard with all vehicles regardless of Manufacturer, Make or Model. It is the end users responsibility to ensure your vehicle order meets your agencies specifications.

2.05 CUSTOMER SERVICE

Excellent customer service is the standard of the FSA. As Vendors of the FSA, all employees will be required to adhere to the FSA's "Service Excellence" standards and expected to conduct themselves in a professional, courteous and ethical manner in all situations.

The successful bidder's employees must work as a cooperative team of well-trained professionals, and must serve the public with dignity and respect. All business transactions with the FSA will be conducted with honesty, integrity, and dedication.

2.06 FIXED PRICES

If the bidder is awarded a contract under this bid solicitation, the prices quoted by the bidder on the Bid Forms shall remain fixed and firm during the initial term of this contract.

2.07 REFERENCES

Bidders shall furnish the names, addresses, telephone numbers, and address of a minimum of five (5) firms or government organizations for which the Vendor is currently providing or has provided similar services on company letterhead. Two (2) of the references must be government related. A dealer participating for the first time in government fleet sales/bidding may be considered exempt if they can demonstrate they have the appropriate facility, staffing and financial resources to support the contract should they receive an award. Reference Bidder Instructions Section 2.01 Bidder Qualifications.

2.08 SEALED BIDS

One Original and one copy (on a thumb drive) of the Bid as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified hereon and on the attached Special Conditions, Specifications and Bid Form.

The completed bid must be submitted in a sealed envelope clearly marked with the Bid Title to the attention of FSA Cooperative Bid Coordinator, Florida Sheriffs Association, 1st Floor, 2617 Mahan Drive, Tallahassee FL 32308. Facsimile, electronic, or faxed bids will not be accepted.

2.09 NO BID

If not submitting a bid, respond by returning the enclosed "NO BID" form questionnaire, and explain the reason. Repeated failure to bid without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list.

2.10 SPECIFICATION EXCEPTIONS, OMISSION AND ERRORS

Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the FSA Cooperative Purchasing Program Administrator of any defects in the specifications or required submittal documents. All notifications of defect must be in writing and timely submitted.

Bidders are required to indicate in their bid submissions those options which "require" additional equipment or model upgrade to obtain the original option. Bidder must also identify those options that are available as a part of a package or group. The factory codes listed in the "Prices" section of the Special conditions must be used.

Failure of a bidder to comply with these provisions will result in bidders being held responsible for all cost required to bring the vehicle into compliance with the contract specifications.

Bidders are strongly encouraged to thoroughly review the qualification requirements set forth, specifically the minimum specifications found in Bidder Instructions Section 2.04, identified by the words "must", "shall", and "will". Bidders who fail to satisfy the requirements set forth, may be deemed nonresponsive and receive no further consideration.

Should your proposed bid not be able to meet one (1) or more of the requirements set forth in this ITB and you are proposing alternatives to said requirements, you must notify the FSA Cooperative Bid Coordinator's Office in writing at least five (5) days prior to the deadline for submission of bids. The FSA reserves the right to revise the scope of services via addendum prior to the deadline for receipt of bids to receive full consideration.

Exceptions to the specifications at the time of the bid shall be listed on the Bid Form and shall reference the section and with a written explanation for the request for exception. **Any exceptions to the General or Special Conditions shall be cause for the bid to be considered non-responsive.**

2.11 COMPLETE INFORMATION REQUIRED ON BID FORM

All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid bid, the ORIGINAL AND ONE (1) ELECTRONIC COPY of the Bid Form pages and all required submittal information must be returned, properly completed and sealed envelope as outlined in the first paragraph of General Conditions.

2.12 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

2.13 SAMPLES

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Florida Sheriffs Association, Attention: Cooperative Bid Coordinator, 2617 Mahan Drive, Tallahassee FL 32308.

2.14 EQUIVALENTS

The term "Approved Equivalent" is used to allow a bidder to bid components or equipment that are equal to the components or equipment described in the detailed specifications. The FSA Cooperative Purchasing Program Administrator shall have the sole authority to determine approved equivalents or qualified product specifications.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

If bidder offers a make or model of equipment or supplies other than those specified in the following, it must be so indicated in the bid submittal.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and MUST BE INCLUDED WITH THE BID. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.

Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a bid in complete compliance with the specifications as listed on the attached form.

Dealers offering alternate makes, manufacturers of vehicles or equipment not specifically identified in the bid cannot utilize or publish the offering as an "OPTION" within the bid specification and detail. Offerings of this nature will cause the bid to be rejected.

2.15 REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION

Bidders are encouraged to examine the specifications carefully. In case doubt should arise as to the meaning or intent of any items contained in the specifications, inquiry should be made to the FSA Cooperative Purchasing Program Administrator prior to the Pre-Bid Conference via e-mail or at the pre-bid conference in person. Telephone clarifications will not be accepted, and no clarification will be accepted after the date listed in the Bid Calendar. ALL request for information from bidders and FSA responses will be will be posted on the FSA Cooperative Bid Award website by the date scheduled on the Bid Calendar.

The submission of a bid shall indicate that the bidder thoroughly understands the terms of the specifications.

2.16 WORKSHOPS – CONTRACT/SPECIFICATIONS

ALL prospective bidders are required to attend the MANDATORY* vehicle workshop(s). At this time prospective bidders will have the opportunity to offer input and recommendations regarding the content of the bid specification and to meet with committee members to answer any questions relative to this invitation to bid. Any suggested modifications may be presented in writing or discussed with the advisory committee at this meeting and may be considered in formulating the Bid.

ALL addendums to the contract initiated by the FSA will be posted on the Florida Sheriffs Association Cooperative Purchasing Program Award at http://www.flsheriffs.org. Prospective bidders should check the website periodically for any addendums to the solicitation documents.

**FSA reserves the right to grant exceptions based on the dealer/bidder has met all requirements as an approved vendor and agrees to sign a memo of understanding (MOU) that they understand all of the terms and conditions of the bid and agree to meet all of the terms and conditions without exception and further waive their right to protest the bid process, in its entirety or any portion thereof..*

2.17 PRE-BID CONFERENCE

ALL prospective bidders are required to attend the MANDATORY* Pre-Bid conference. At this meeting the bid specifications will be discussed and it is the final opportunity for prospective bidders to make any last request for modification, corrections, or addressing other concerns relating to the bid or the process.

**FSA reserves the right to grant exceptions based on the dealer/bidder has met all requirements as an approved vendor and agrees to sign a memo of understanding (MOU) that they understand all of the terms and conditions of the bid and agree to meet all of the terms and conditions without exception and further waive their right to protest any portion of the bid process.*

2.18 PRICES QUOTED

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications.

Dealers are to include a three quarters of one percent (.0075) FSA administrative fee to their base bid prices, at the time of bid submission. This FSA fee should also be included in all additional equipment items (add options) and should not be indicated as a separate line item on any purchase order. Cross-reference: Contract Conditions, FSA Administrative Fees for All Specifications, Section 3.35

In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). The dealer has the authority to offer discounts for prompt payment.

Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).

2.19 OPTION PRICING

Prices for options submitted by the dealer, for Emergency Vehicle Lighting, shall include all applicable state and federal fees and charges not including installation. Motorcycle pricing will include installation. No additional charges or fees are admissible.

The bidder shall offer a discount which shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published catalog price for any factory add options included in the bid submission and in resulting customer orders, if awarded. The amounts of discounts for each particular add option shall be decided by the bidder.

When calculating upgrades, the total recognized MSRP (Refer General Conditions, General Definitions Section 1.08) for an item (that is not a manufacturer's free flow option for the base specification) is calculated as the differential between the dealer costs on the representative base vehicle versus total MSRP of the requested FSA option modifying the vehicle.

When add options listed are included in the base vehicle, bidder must submit options as "Included" or "STD". Bidder must use proper factory codes for all factory add options. Options available through the factory MUST be bid and supplied to Customer as "factory" options unless requested otherwise in writing by the Customer.

Products requiring certification should likewise require certification of options. If the options are not certified, this should be disclosed to the end user if purchasing non-certified options could result in the de-certification of the original product and/or warranty. All options must meet national safety standards.

Options are intended to add or delete equipment and/or features from the base vehicle specification, and to allow for an upgrade or downgrade to a manufacturer's model with a slightly different engine size or horsepower, and as such, should not be made available for purchase separate from the base vehicle. Bidders shall NOT use add or delete options to create a piece of equipment that is entirely different than the base unit called for in the specification, or any other options that do not meet the intention of options as stated above.

Bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part of another option.

The codes listed in the "Prices" section of the Special Conditions must be used. Any dealer found requiring a buyer to purchase an "upgrade package" in order to purchase an available stand-alone item will be in violation of this contract and required to make a reimbursement to the agency of the cost between the option and the upgrade package.

The use of "Options" to facilitate the sale of an alternate Manufacturer's product which is outside the scope of the written base specification will be construed as non-compliant and their bid will be rejected, in whole or part by the FSA Bid Coordinator.

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

2.20 SUBMITTAL OF BID

Bidders must submit their bid electronically via the Florida Sheriffs Association Cooperative Bid Award, located at http://www.flsheriffs.org.

Any bidder who offers emergency lighting and equipment (red, blue or any combination) to be installed on any vehicle or equipment, must provide evidence of EVT certification for installation. This includes any third party, up fitting. Example: a truck that may be used in the fire department to support the operation that requires public safety lighting and equipment.

Bidders must bid a requested FSA option first by offering the requested item if available from the factory. If this option is satisfied by the addition of a manufacturer's package that contains other items then it must be indicated in the comments

and verifiable via audit. Furthermore, if the package offered to satisfy the request requires another factory option then that also must be indicated and referenced in the available optional equipment spaces. If the item is a package and available as a free flowing option to the base vehicle then the manufacturer's MSRP governs and by definition becomes the ceiling price. If the item is a package that changes the manufacturer's model number then the recognized MSRP computation will govern and define the ceiling price.

Prices are to be rounded to the nearest dollar. Bids can be entered more than once; however, only the last bid entered into the system will be considered in the award process. Bids not submitted within the system will be rejected.

Each bidder is responsible for ensuring that his bid is submitted before the deadline outlined in the Bid Calendar. Late bids will not be considered and the system will not accept bids after the due date and time specified in the Bid Calendar. Reference: Bidder Instructions Section 2.23, Late Bids.

In addition to submitting the bid via the FSA Cooperative Bid Award system, one original and one (1) exact copy (includes divider tabs) of the bid package in separate 3-ring VIEW binders (not report folders) must be delivered or mailed to the attention of:

FSA Cooperative Bid Coordinator
Florida Sheriffs Association
2617 Mahan Drive
Tallahassee, Florida 32308
FLEET@flsheriffs.org

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

Separate bid packages must be submitted for each individual dealership for which a bid was submitted through FSA Cooperative Bid Award. The bid package must include:

- A printed copy of the submitted bid (printed after final bid submission takes place)
- Manufacturer's print-out (Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent) for each vehicle on which a bid is submitted. The Manufacturer's print-out shall indicate an order code for the Manufacturer's base model, all standard equipment, and any optional components required to provide the base vehicle as outlined in the bid solicitation. Dealer installed aftermarket components are required to meet the base vehicle specified must be identified, in writing, on the printout.
- For specifications or units that do not produce a manufacturer's print-out, bid package must include manufacturer's documentation that includes standard equipment and such other information that provides verification that such item meets the base specification.
- Pricing Sheet for Emergency Vehicle Lighting (if applicable)
- Contract Signature page. Bidder must complete the Signature Page in its entirety, and must indicate by signature on the form that bidder has read and understands the provisions contained in this Invitation to Bid.
- Bidder will check the appropriate box indicating whether the submittal is an Original or Copy. All bids must show the company name and be manually signed (no rubber stamps, facsimile signatures, etc.) in ink by a dealer principal and an employee who has the authority for bid submission if such employee is not a dealer principal. Unsigned bids will be rejected.

- The bid package must be received at the Florida Sheriffs Association according to the date and time specified in the Bid Calendar. Failure to meet all submission requirements by the dates indicated in the Bid Calendar will result in rejection of the bid. Reference: Bidder Instructions Section 2.23, Late Bids.

- By virtue of its bid submission, Vendor acknowledges its obligation to sell vehicles in all zones for which it is awarded.

2.21 EXECUTION OF BID

Bid must contain a manual signature of an authorized representative in the space provided on the Bid signature page. Failure to properly sign bid shall invalidate same and it shall NOT be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications CANNOT be changed or altered in any way. Altered bids will not be considered. Clarification of bid submitted shall be in letter form, signed by bidders and attached to the bid.

2.22 MODIFICATION/WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the bid due date and time.

Modifications received after the bid due date and time will not be considered.

Bids shall be irrevocable until contract award unless withdrawn in writing prior to the bid due date or after expiration of 120 calendar days from the opening of Bids without a contract award.

Letters of withdrawal received after the bid due date and before said expiration date and letters of withdrawal received after contract award will not be considered.

2.23 LATE BIDS

At time, date and place above, bids will be opened. Any bid or bids received after time and date specified will be returned to the bidder unopened. The responsibility for submitting a bid before the stated time and date is solely and strictly the responsibility of the bidder/proposer. The FSA is not responsible for delays caused by mail, courier service, including U.S. Mail or any other occurrence. Any reference to time will be based on Eastern Standard Time (EDST)

2.24 BID OPENING

Bids shall be opened and publicly read on the date, time and place specified on the Bid Calendar and will be evaluated thereafter. All bids received after the date, time, and place shall be returned, unopened.
Although prices will not be read, bidders may attend, but it is not a requirement.

The FSA Cooperative Bid Coordinator will electronically post the initial bid tabulation results and any and all awards on the FSA Cooperative Bid Award website according to the time outlined in the Bid Calendar.

If the posting of the initial bid tabulation results is delayed, in lieu of posting the notice on the date indicated on the Bid Calendar, the FSA Cooperative Bid Coordinator will post a notice of the delay and a revised date for posting of results.

2.25 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, your bid must conform in all material respects to the requirements stated in their Bid.

2.26 BID TABULATIONS

Bidders desiring a copy of the bid tabulation may request same by enclosing a self- addressed stamped envelope with the bid.

2.27 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any irregularity, technicality or omission if the FSA determines that doing so will serve in the FSA's best interest. The FSA may also reject any Response not submitted in the manner specified by the solicitation documents.

2.28 CONE OF SILENCE

This invitation to bid is subject to the "Cone of Silence" in accordance with FSA policy. During this period all questions / communication will only be accepted in writing directly to the FSA Cooperative Purchasing Program Administrator. All questions and communication and their associated responses will be posted to the FSA Cooperative Bid Award website.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions Rev 08/0916

3.0 CONTRACT CONDITIONS

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3.01 GENERAL REQUIREMENTS FOR ALL VEHICLES

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

Vendor/Dealers may offer demonstration vehicles that have never been titled, if acceptable to purchaser. These vehicles are to include the original manufacturer's warranty and may include additional discounts. It is determined that Fire/EMS related vehicles qualify as new/demonstrator vehicles if they comply with the above and are 2-3 model years from the newest available year model and have no more than 24,000 miles on the odometer. Heavy equipment qualifies as new/demonstrator equipment if they comply with the above and the engine hours do not exceed 1250 hours. *This is not applicable to sedans and light trucks.*

3.02 CONDITION AND PACKAGING

It is understood and agreed that any item offered or shipped as a result of this bid shall be the latest new and current model offered (most current production model at the time of this bid). If the production year has been exhausted any time during the contract, vendor may offer the current production model at the time of the purchase at no extra cost. Exceptions to this section include, but are not limited to: Changes to federal emissions standards resulting in additional production costs.

3.03 PRODUCTION CUTOFF

Vendor shall notify the FSA Cooperative Purchasing Program Administrator, in writing, no less than sixty (60) calendar days prior to the close of "Fleet Final Order Date". Reference Definitions, 1.08 (q) Balance Out.

Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the cutoff date will be subject to availability.

If a purchase order has been timely received by the Vendor and the manufacturer and the manufacturer fails to produce/deliver the production year vehicle, the Vendor must provide the next year's equivalent model at current contract prices.

Purchase Orders received by the Vendor after the cutoff date, the Vendor and manufacturer at their sole discretion may choose to provide next year's model at current year's prices until the end of the contract term.

3.04 DETERMINATION OF AWARD

The FSA shall award the contract to the lowest and best bidder. In determining the lowest and best bidder, in addition to price, there shall be considered the following:

- The ability, capacity and skill of the bidder to perform the Contract.
- Whether the bidder can perform the Contract within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The quality of performance of previous contracts.
- The previous and existing compliance by the bidder with laws and ordinances relating to the Contract.

3.05 FACILITIES

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

3.06 SUBSTITUTIONS

The FSA WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their bid once awarded. Any substitute shipments will be returned at the bidder's expense.

3.07 COLLUSION

Dealerships and their representatives may submit multiple bids without conflict of "Collusion" as long as the bid submitted is not from the same manufacture and product line. Dealerships which share the same ownership may submit multiple bids also without conflict of collusion as long as the bidders are not in the same region, with the same manufacturer and product line. Reference General Conditions 1.44 Collusion for extended definition.

3.08 OPTION TO RENEW WITH PRICE ADJUSTMENT

The contract could be extended for an additional two (2) years, on a year to year basis, if mutually agreed by upon both parties. Prior to completion of each exercised contract term, the FSA may consider an adjustment to price due to increases or decreases on the Consumer Price Index; but in no event will the prices be increased or decreased by a percentage greater than the percentage change reflected in the Nationally published Consumer Price Index-Goods and Services, computed 60 days prior to the anniversary date of the contract.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request or adjustment should be submitted 60 days prior to expiration of the then current contract term.

The vendor adjustment request must clearly substantiate the requested increase. If no adjustment request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The FSA reserves the right to accept the renewal adjustment or to allow the contract to terminate and re-advertise for bids, whichever is in the best interest of the FSA.

3.09 VEBA

The VEBA System is being replaced and VEBA is sun-downing with an estimated timeframe of Fall 2016. All references of VEBA are replaced with FSA Cooperative Bid Award.

3.10 AMENDMENTS TO SOLICITATION DOCUMENTS

The FSA Cooperative Purchasing Program Administrator retains the right to issue amendments to the solicitation as appropriate and necessary. Notice of any amendment will be posted on the FSA Cooperative Bid Award website. Bidders are responsible for monitoring the FSA Cooperative Bid Award website for new or updated information concerning the bid.

3.11 ADDITIONS AND DELETIONS to the Bid Award

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

The FSA reserves the right to add additional manufacturer lines and brands to the bid award as they become available and are not in conflict with any already awarded dealer representing or competing with the same manufacturer and brands. These Manufacturers/Dealers may be considered as additional providers of good and/or services to the contract after having met all of the criteria necessary to be an approved vendor and their product or service meets the minimum specifications of the original bid.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product or commodity within the bid document or existing contract, at its discretion.

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

- Slow or No Sales
- Product Recalls and Other Safety Issues
- Dealer/Manufacturer Performance
- Lack of Relevance of Products/Commodities

If an FSA awarded dealer terminates a product line (Manufacturer or Brand), the dealer is required to notify the FSA Cooperative Bid Coordinator within ten (10) business days of the decision not to retain the Manufacturer or Brand.

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

3.12 HYBRIDS and other ALTERNATIVE FUELED VEHICLES

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

3.13 POLICE RATED VEHICLES/MOTORCYCLES (PPV)

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These vehicles were historically referred to as "Pursuit Rated".

These evaluations are not designed to recommend a particular product but to serve as a resource of information on vehicles which are currently being offered for police service. To see the full detailed report click or copy the links below.

The importance with which each individual phase is weighted in these evaluations is a subjective decision which should be made by each agency based upon that agency's needs.

For the purposes of this bid specification the following recognized authorities are as follows;

STATE OF MICHIGAN Department of State Police and
Department of Technology, Management and Budget
Police Vehicle Evaluation Program
http://www.michigan.gov/documents/msp/2016_MY_Police_Vehicle_Evaluation_Test_Book_516080_7.pdf

Excerpt from the State of Michigan General introduction.
"We recommend you review the information contained in this report and then apply it to the needs of your agency. This report is not an endorsement of products, but a means of learning what's available for your officers so they can do their job effectively and safely. If anything in this report requires further explanation or clarification, please call or write."

LASD LAW ENFORCEMENT VEHICLE TEST AND EVALUATION PROGRAM

Vehicles: http://www.la-sheriff.org/s2/static_content/srvc/documents/2016_Vehicle_Test_Booklet.pdf
Motorcycles: http://www.la-sheriff.org/s2/static_content/srvc/documents/2016-Motorcycle-Test-Booklet.pdf

Preface from LASD Evaluation Report
The Los Angeles County Sheriff's Department first implemented its police vehicle testing program in 1974. Since that time, our department has become nationally recognized as a major source of information relative to police vehicles and their use. It is our goal to provide law enforcement agencies with the information they require to successfully evaluate those vehicles currently being offered for police service. The Los Angeles County Sheriff's Department is proud to publish this information, via the internet, to all law enforcement agencies. Since the inception of our vehicle testing program in 1974, we have continually refined our efforts in this area in order to provide the law enforcement community with the most current information available. During the 1997 model year testing, the Sheriff's department expanded its existing criteria to include an urban or "city street" pursuit course. This course consists of multiple city block distances punctuated by the various types of turns normally found in most inner city environments. The "city street" course is designed to simulate the conditions encountered by most officers working in typical urban communities. The test is only conducted on vehicles offered with a factory "Police Package". Since many law enforcement agencies buy "non-pursuit" vehicles, we also test vehicles offered in a "Special Service" configuration when offered by the manufacturers. These vehicles are tested in a similar fashion as "Police Package" vehicles however we do not subject them to the city street pursuit course. The booklet is not intended as a recommendation for any specific vehicle contained within. The Sheriff's Department conducts the vehicle testing program in order to accomplish two primary goals. To provide law enforcement agencies with the data necessary to assist those in the vehicle selection process, and to provide the various vehicle manufacturers with the input necessary to better meet the needs of law enforcement. We recognize the fact that individual agency needs can be influenced by cost, operational considerations and other factors. Our testing process is designed to address the law enforcement officer's operational requirements in terms of vehicle performance, vehicle safety, and comfort. Each test is designed and executed to simulate actual field conditions as closely as possible. The vehicles being tested are driven on city streets and interstates, as well as the performance track, by law enforcement personnel. The maneuvers duplicated during the electronic test procedures are those encountered in actual patrol and emergency operations which the law enforcement officer may encounter in the field. Interpretation of test results is the responsibility of each agency. The importance with which each individual phase is weighted is a subjective decision which should be made by each agency based upon that agency's needs.

3.14 SPECIAL SERVICE VEHICLES (SSV):

Vehicles in this category, in some cases have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation (see Section 3.13, above). These vehicles are often referred to as "Special Service Vehicle" and often used in Public Safety applications and other areas of government. Please refer to manufactures published information for detailed information regarding these vehicles.

3.15 CAB AND CHASSIS PURCHASES

Cab and Chassis can be purchased from the dealer without any required additional fitting by the dealer. However, the dealer upon sale of an incomplete chassis is not required to register/title the incomplete vehicle unless the up fitting is completed by the dealer or the dealers licensed and certified up fitter. If an agency chooses to up fit the chassis utilizing a 3rd party vendor and the work is outside of the scope of the purchase order issued to the dealer by the agency, then the 3rd party vendor is liable to perform all the prerequisites of the state and issue the appropriate registration/title to the agency upon completion of the work.

FSA highly recommends that all up fitting of cab and chassis be performed by vendors who are licensed/certified to perform such work to avoid unnecessary exposure to any possible future liability as a result of the up fitting. Reference F.S. 319.21(2)

3.16 FACTORY INSTALLED

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

In the event a component(s) that does not meet the specifications is found to be installed on a vehicle before or after the vehicle has been accepted by the customer, the Vendor shall be required to replace the vehicle with a vehicle that meets the required specifications, INCLUDING ALL FACTORY INSTALLED COMPONENTS. In the alternative, the customer shall decide whether they will accept dealer installed components.

- All specified as "factory installed" is to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no dealer installed equipment will be accepted as "factory installed". Vendors found supplying aftermarket or dealer installed equipment where "factory installed" are specified may be required to retrieve all vehicles delivered and reorder new vehicles meeting the specifications.

- ALL factory ordered options are to be "OEM and factory installed" unless otherwise noted by the awarded dealer and acknowledged in writing by both the dealer and the customer. Verbal agreements will not be recognized; if any exception to the delivered product is taken be the dealer or the customer.

3.17 DEALER/VENDOR INSTALLED EQUIPMENT

All dealer installed accessories (roll bar, trailer hitch, etc.) shall be installed according to the manufacturer's specifications.

All such accessories must be manufactured by a recognized manufacturer of the product provided, unless the accessory is not available from a recognized manufacturer. *Dealer is required to disclose "Make/Model" of product being offered* and the location, design, and model must be approved by the customer prior to installation. Dealer *must also disclose the warranty of any item that less than or exceeds factory vehicle factory warranty coverage.*

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

The Florida Sheriffs' Association Cooperative Purchasing Program Administrator may at any time during the contract period request proof of the required certification.

Any awarded Vendor that violates this provision will be considered in default of the contract. The contract may then be terminated upon ten day written notice of said violation.

3.18 BID EVALUATION CRITERIA

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

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

The FSA Cooperative Purchasing Program Administrator reserves the right to investigate or inspect at any time during the bid award process and the contract period as to, whether the product, qualifications, or facilities offered by Bidder meet the contract requirements.

Bidders whose bids, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsive. In determining past performance, the FSA Cooperative Purchasing Program Administrator will give strong consideration to the nature and number of complaints received from Customers regarding a previously awarded dealer. The FSA Cooperative Purchasing Program Administrator may use discretion in determining which bids meet the contract requirements of this solicitation, and which respondents are responsive and responsible.

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

3.19 BASIS FOR AWARD

The FSA Cooperative Purchasing Program Administrator shall award the bid to the lowest and best responsive bidder by specification, by manufacturer and by zone to bidders who have met the qualifications based on facilities, financial resources, and can demonstrate their ability to perform the work in a satisfactory manner.

Bidders, who routinely demonstrate significant deficiencies in providing excellent customer service during the contract period prior to the issuance of this bid, may have their bid rejected or limited to the number of regions they can be awarded in this bid cycle. For purpose of this contract the term "significant" as determined by the Florida Sheriffs Association. In cases where the manufacturer is the core of the issue then the dealer must provide evidence of timely communication to the complainant and the FSA.

Bidders are hereby advised that the FSA Cooperative Purchasing Program Administrator may use discretion in rejecting any bid proposal not considered to be competitive in nature based on the best pricing information available.

The FSA Cooperative Purchasing Program Administrator may use discretion in rejecting any or all bids, in whole or in part, and/or make or limit awards either as individual items or as a total combined bid, whichever they consider to be in the best interest of the local governmental agencies of the State of Florida, and to waive any informality in any proposal.

The add options in the bid shall be for informational purposes only and will not serve as a basis for bid protest. Reference: Bidder Instructions, Section 2.19 Option Pricing, for additional criteria.

3.20 BID WITHDRAWAL

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

3.21 ZONE BIDDING

Bidders are allowed to condition their bid for award in one or more geographic zones depicted on the zone map included. (Addendum A) A Space is provided for bidder to indicate zone bidding. Absence of any indication to the contrary, ALL bids will be considered statewide.

3.22 PRE-DELIVERY SERVICES

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

- CHRYSLER NEW PREPARATION, INSPECTION AND ROAD TEST
- FORD PRE-DELIVERY SERVICE RECORD
- GM NEW VEHICLE INSPECTION PROCEDURE
  (Or manufacturer's latest pre-delivery form)

3.23 NON-SCHEDULED OPTIONS

FSA endeavors to include many non-scheduled options, factory and aftermarket, in the bid document. However, it should be understood that this category is enormous in capacity and not feasible for complete listing.

Should an agency request a non-scheduled option, not included in the contract, the awarded vendor may provide this non-scheduled option. The agency has the opportunity to request the vendor's demonstration of discount pricing for any non-scheduled option during the quote process. At no time should the non-scheduled option exceed MSRP or Published Price.

Non-scheduled options should be listed as a separate line item and noted as such on the purchase order, with prices. All non-scheduled options are covered under these terms and conditions.

3.24 DELIVERY TIME

Vendors shall specify on the attached Bid Form, the estimated delivery time (in calendar days) for each item. Agency should consult the vendor regarding vehicle production schedules that may be available on-line.

Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

3.25 VEHICLE DELIVERY

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

- Standard Dealer and Manufacturer protocol for new vehicle delivery plus;
- Cleaning of vehicle, if necessary, and removal of all unnecessary tags, stickers, papers, etc. DO NOT remove window price sticker or supplied line sheet;
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Owner's manual and warranty manual to accompany each vehicle;

- Manufacturer's suggested retail price list sheet (window sticker) form MUST be in the vehicle when it is delivered to the purchasing agency. Vehicles that are missing this form, or have forms that have been altered, will not be accepted.

3.26 ORDER, DELIVERY AND LIQUIDATED DAMAGES

A. Order

1) Eligible customers shall issue a purchase order to the Vendor, and such purchase order shall bear the contract or bid number, specification number, customer's federal identification number and contact information (phone number and email address) shall be placed by the customer directly with the Vendor, and shall be deemed to incorporate the contract solicitation terms and conditions. Required delivery or due dates should be discussed with the dealer at the time of the quote. It is important to note that dealers do not have ANY control over production delays in schedules from the manufacturer.

   While it is recommended that an agency purchase from the "zone" which is closest to their location, it is not mandatory to do so, when the agency needs determine an alternative vendor in another zone, is a better fit. Vehicles purchased from vendors awarded in the Police, Administrative, Utility Vehicles, Trucks & Vans contract (FSAXX-VELXX.X), outside an awarded zone may, upon mutual agreement between the vendor and the purchaser, charge an "Out-of-Zone" fee.

2) Purchasing agency is required to forward an executed copy of the purchase order to the Florida Sheriffs Association, Cooperative Bid Coordinator (by email, fax or hard copy) at the same time the purchase order is released to the Vendor.

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

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

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

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

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

8) A "Confirmation of Order" form shall be completed and returned to the customer placing order(s) against this contract, (a sample copy of the confirmation form is included) within fourteen (14) calendar days after receipt of purchase order without prompting or notification by the customer. (Refer to Addendum "C")

   Any additional information needed to complete this form should be obtained by contacting the customer. The form may be modified to accommodate each customer individually as necessary.

B. Delivery

1) Vendor shall complete delivery of the vehicle to the customer within fourteen (14) calendar days after receipt of the vehicle(s) from the manufacturer or equipment supplier. Vehicles originating as an incomplete vehicle would be exempt.

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

3) Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws and ordinances. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE" cover on light bars. All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. Incomplete vehicles would be exempt.

4) At the purchaser's option, a vehicle with more than 350 odometer miles may be rejected or $0.51 cents per mile in excess of 350 miles may be deducted from the invoice, unless previously approved by the purchasing agency. This requirement also applies to redelivery of vehicles which were rejected upon delivery.

5) Warranty Start Date - If the purchaser needs to reset the warranty start date because of an extended delivery date, they must do so by contacting the dealer in writing. Incomplete vehicles or vehicles delivered to an up fitter would not qualify for a revised start date unless the vehicle is in the control of the dealer during the up fit. In any event, all warranties shall begin at the time of delivery and final acceptance by the purchaser.

6) All bids are F.O.B. to the agency. If the dealer, at the request of the purchasing agency delivers vehicles or equipment to an alternate location other than home base and is outside the scope of the purchase order, this will conclude the dealer's responsibility for delivery. Any exception is invalid unless the agreement, quote, purchase order, or other written document states otherwise.

7) Vendor shall notify agency personnel designated on purchase order no less than 24 hours prior to delivery during mutually agreeable dates and times. Transport deliveries must be unloaded and inspected by receiving agency. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

8) All vehicles must contain no less than 1/4 tank of fuel as indicated by fuel gauge at time of delivery, except for vehicles and equipment with tanks over thirty five (35) gallons in capacity, which must contain a minimum of ten (10) gallons of fuel.

C. Liquidated Damages

1) Should the Vendor fail to comply with the requirements in Section 3.26.B.6 above, the agency may invoke liquidated damages of $20.00 per day per unit for each day beyond the specified delivery requirements.

2) Force Majeure. Liquidated damages shall not be assessed for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that Sub-Vendors or suppliers if no alternate source of supply is available to the Vendor. In case of any delay the Vendor believes is excusable, they shall notify the customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose,

3) If the vendor could reasonably foresee that a delay could occur as a result, or if delay is not reasonably foreseeable, within five (5) days after the date the vendor first had reason to believe that a delay could result. The foregoing shall constitute the Vendor's sole remedy or excuse with respect to delay.

3.27 ACCEPTANCE

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

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

Should the delivered vehicle differ in any respect from specifications, payment will be withheld until such time as the Vendor completes the necessary corrective action. Units shall be delivered with each of the following documents completed/included:

a. Copy of "Customer's Purchase Order"
b. Copy of the applicable "Vehicle Specification"
c. Copy of "Manufacturer's Invoice" or "Window Sticker". Copy of manufacturer's invoice if vehicle model is not delivered with a window sticker. Prices may be deleted from manufacturer's invoice.
d. Copy of "Pre-Delivery Service Report"
e. "Warranty Certification"
f. Owner's manual
g. DHSMV 82040, "Application for Certificate of Title and/or Vehicle Registration" (for signature of authorized representative). This document will not be included if the Vendor/dealer is providing the tag and title.

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

3.28 INSPECTION, ACCEPTANCE & TITLE

Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer unless loss or damage result from negligence by the buyer. Reference: 3.31 Invoicing and Payments

It is the expressed responsibility of the purchaser to inspect a vehicle within 3 business days after acceptance for any damages. When the vehicle requires delivery to an alternate location, other than that of the agency, for further modification or up-fitting, will not preclude the 3 day requirement for inspection. If the materials or services supplied to the FSA are found to be defective or not conform to specifications, the FSA reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

3.29 EQUITABLE ADJUSTMENT

The FSA Cooperative Purchasing Program Administrator may make an equitable adjustment in the contract terms or pricing in the contract at its discretion. Adjustments to pricing may occur for various reasons, such as pricing or availability of supply (i.e. material surcharge) is affected by extreme and unforeseen volatility in the marketplace, that is, by

circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Vendor that continued performance of the contract would result in a substantial loss.

When requesting an adjustment, including but not limited to price increases, the following must be submitted to the FSA Cooperative Purchasing Program Administrator:

- A letter of request from the Vendor, including the specification number and model listed in the contract, along with the requested changes;
- When requested adjustment is based on production cutoff of a currently listed model, a letter of affirmation from the manufacturer;
- When requested adjustment includes model changes, manufacturer's documentation of items included in the proposed model in order to determine that the proposed model meets the base specification;
- Currently published MSRP Listing

3.30 DISCOUNTS

Discounts must be a whole, positive percentage with no decimal place (%; e.g. 10%). Discount ranges are not acceptable. Discounts shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published price for any vehicle, equipment and factory add options.

The dealer has the authority to offer additional discounts based on quantity, as well as additional manufacturer/dealer discounts.

3.31 INVOICING AND PAYMENTS

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

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

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

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

3.32 PAYMENT

Invoices for payment will be submitted by the agency after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

3.33 WARRANTY, REPAIRS AND SERVICE

Failure by any manufacturer's authorized representative to render proper warranty service/ adjustments, including providing a copy of the warranty work order to the customer, shall subject that representative and the Vendor to

suspension from the approved vendor listing until satisfactory evidence of correction is presented to the FSA Cooperative Purchasing Program Administrator.

3.34 INADEQUATE SERVICE

When equipment requires service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized dealer, or others, to remedy the defect. Such service or adjustments shall be initiated by the Vendor within forty-eight (48) hours (not including weekends and holidays) after notification by a customer. Delivery will not be considered complete until all service and/or adjustments are satisfactory and the equipment redelivered.

The provisions of the delivery paragraph shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the Vendor until the equipment is satisfactory and accepted by the customer.

3.35 FSA ADMINISTRATIVE FEES FOR ALL SPECIFICATIONS rev 2/16

Dealers are to include a three quarters of one percent (.0075) FSA Administrative Fee to their base bid prices, at the time of bid submission. This FSA Fee should also be included in all additional equipment items (add options) and should not be indicated as a separate line item on any purchase order. Cross-reference: Prices Quoted - 2.18

FSA Administrative Fees are based on the total purchase order amount of the new vehicle or equipment, excluding trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the FSA Fee calculation. No other administrative fee(s) will be applicable to any transaction relative to the contract.

Trade-In Example for FSA Fee:

*Vehicle Equipment Total:	$25,000.00	*This Amount Used to Calculate FSA Administrative Fee
Less Trade-In Allowance:	-$2,000.00	Not Considered in Calculation
Purchase Order Total:	$23,000.00	Not Considered in Calculation

3.36 CONTRACTING VENDORS' QUARTERLY REPORTS AND FSA ADMINISTRATIVE FEE SUBMISSION REQUIREMENTS REV 02/16

A. Purchase Order Copies:

- Due **upon receipt** by the dealer and are considered late within five (5) business days.
- Scan a complete copy of the purchase order as a .pdf, naming the document in the example file name format.

Examples:

County=Florida County, County of PO 12345	*ABC County BCC PO 12345*
City=Florida City, City of PO 12345	*ABC, City of PO 12345*
Sheriff=Sheriff Agency of PO 12345	*ABC County SO PO 12345*
Education= Institution Name PO12345	*ABC County College PO 12345*

- Place the following in the subject line of the e-mail: Example: PDF Document Title. Forward purchase order copy by email to COOP@flsheriffs.org .

B. Quarterly Activity Reports:

- Quarterly Activity Reports are due **quarterly** (see schedule below) no later than the 20th of the month following the end of the quarter and should be sent by email to COOP@flsheriffs.org . See Addendum "D"

- All awarded Vendors MUST file a signed and dated quarterly activity report with their fee submission. Should there be no activity during a given quarter, Vendor is required to submit a quarterly activity report, and must indicate "NO SALES THIS QUARTER" on the report.

Schedule:	October 1 – December 31	January 1 – March 31
	April 1 – June 30	July 1 – September 30

- No copies of purchase orders are necessary for the quarterly report. They should already be on file pursuant to Purchase order copies section A above.

- Quarterly Activity Reports must be complete with the name of the dealer and the date: Example Spomot Motors, October 30, 2016 in the document header. It is no longer necessary to indicate the quarter on the top of the report, as it is included on the report.

- Checks for the FSA Administrative Fee should be received by the FSA no later than the 15th of the month following the close of the quarter. *Ref. Section 3.35 above.*

- Quarterly Activity Reports which do not adhere to the required format and/or not supported by complete, legible copies of all purchase orders in their entirety, previously submitted, pursuant to Purchase order copies to FSA, *section 3.36 (A)* above, will be returned to the reporting dealership for correction of cited deficiencies.

After receipt of payment from contract purchases, all administrative fees shall be payable by the Vendor to the FSA no later than 15 days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a detailed Quarterly Activity Report as defined above. By submission of these Quarterly Activity Reports and corresponding fee submissions, the Vendor is certifying the accuracy of such reports and deposits. All reports and fee submissions shall be subject to audit by the FSA or their designee.

Vendors failing to submit FSA Administrative Fees and Quarterly Activity Reports will incur a $25 per day late fee for every day that fees and reports are past due, beginning on the eleventh (21st) day of the month following the end of the quarter. *Ref. General Conditions Section 1.48 Non-Performance: Schedule of Fines*

Such late fees are to be included in Vendor's Administrative Fee submission; however, any applicable late fees that are not included in the Administrative Fee submission will be returned to the Vendor as an incomplete report. Late fees that are outstanding more than 45 days can result in disqualification as a bidder in future years' solicitation.

There will not be reminders concerning the Quarterly Activity Reports or the Administrative Fee sent by FSA. The quarterly activity report and administrative fees are the contractual responsibility of each Awarded Vendor. All participating Vendors will be responsible for making sure that the FSA Cooperative Purchasing Program Administrator has the correct contact e-mail address for the person responsible for all quarterly reports. This information must be submitted to the FSA Cooperative Bid Coordinator at COOP@flsheriffs.org .

Failure to submit Administrative Fees with accompanying Quarterly Activity Reports within 30 calendar days following the end of each quarter will result in the dealer being found in default. All re-procurement cost may be charged against the defaulting dealer and may result in immediate cancellation of your contract and removal from the vendor list.

Sample Quarterly Report:

[INSERT DEALERSHIP NAME HERE] *(Insert Tab-Header Edit)*

QUARTERLY REPORT for BID # [Enter Bid Number]

Effective Dates: Oct. 1, 2015 thru September 30, 2016

October 1 - December 31\1st Quarter							
Name of Purchasing Agency	PO #	Qty.	Spec. #	Vehicle Type	PO Date	Total PO Amount	Admin. Fee
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
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Reports are due no later than the 15th of the month following quarter end. Fees are due by the 20th of the month following quarter end.

3.37 DEALER CONTACT INFORMATION

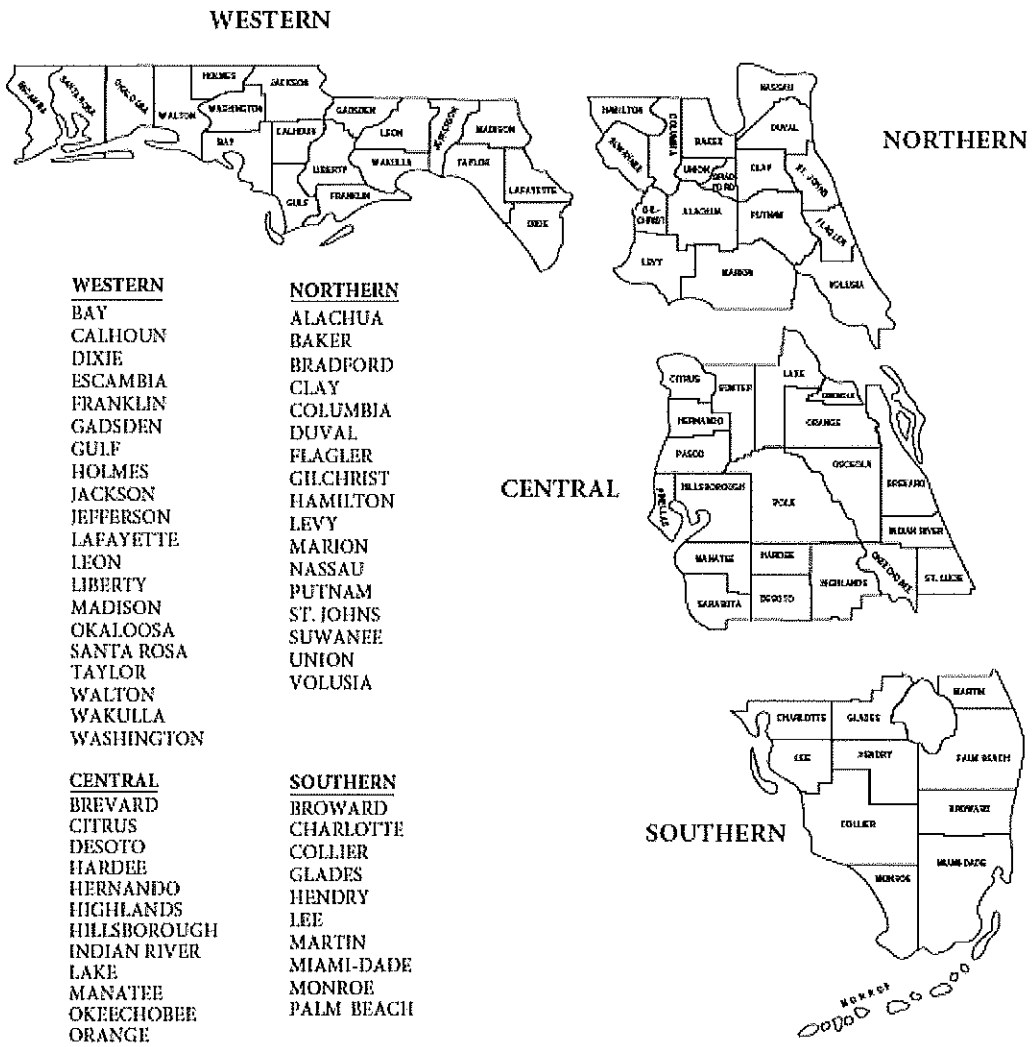
The Awarded Vendor/Dealer will maintain correct contact information with FSA at all times. If a change occurs during any given period of a contract, FSA must be advised and a Florida Sheriffs Association Vendor Change Document completed, signed by an authorized representative of the Vendor/Dealer company and submitted via e-mail though FLEET@flsheriffs.org. (Refer to Addendum "B")

Request a copy of the Vendor Change Document from the FSA Bid Coordinator when necessary.

3.38 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that he/she is duly authorized to do so and to bind the respective party to the Contract.

FSA CONTRACT ZONE MAP



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

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

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

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

v.10_2015

Addendum B

Florida Sheriffs Association
Cooperative Purchasing Program
Vendor Change Document

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

FSA Contract Number(s) affected by change: _____

_____

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

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

Name of Authorized Company Representative _____

Job Title_____ Date of Request _____

Authorized Company Representative Signature: _____

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

CONFIRMATION OF ORDER

Florida Sheriffs Association
Cooperative Purchasing Programs
Bid No. XXXXXXXXX

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

TO BE COMPLETED BY DEALERSHIP:

Dealership:_____

Address:_____

City:_____ State:_____ Zip:_____

Contact Person:_____

Phone Number:_____ Fax:_____

Specification No._____ Type Vehicle _____

Purchase Order Number:_____ Date Purchase Order Received: _____

Date Order Placed with the Manufacturer: _____ Mfr. Production Number: _____

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

Comments: _____

Agency:_____

Contact Person: _____

Address:_____

City:_____ State:_____ Zip: _____

Phone Number:_____ Fax:_____

E-mail: _____