



DANA SAFETY SUPPLY

Quality. Safety. Service.

Hello Our Most Valued Customers and Friends.

I want to take a moment to tell you about our company.

- We are a Florida owned company based in Jacksonville Florida. We have full service Florida locations in Jacksonville, Miami and soon to be in Central Florida. We have more than 200 years of Law Enforcement and Equipment Sales experience...
- We are Master Distributors in most major product lines. We inventory most everything you may need.
- We have numerous contracts, county/city/state, you can purchase from.
- We have fully staffed Technical Services section at each of our locations. Our Technical Services division is fully mobile and can install equipment at your location or ours. We have RVT Certified staff that can answer most of your questions.
- Our Outside Sales Staff is unequalled in this industry. We currently have five (5) outside sales persons that can respond to your every need. If they don't have the answer, they will get it for you by day's end.
- Our Customer Service section is also unequalled in this industry. We have fully trained staff at each location to assist you in your decision making and to answer any question/concern you may have. They are more than happy to furnish you with any specifications you may require for your purchasing decisions.
- We now have a section that tracks orders from the manufacturers and makes sure of the earliest possible deliveries to you and us.
- Our Management Team are names you will recognize. They are very established in this industry and carry the reputation of making sure the customer is always happy.

Eliminate the expensive time consuming bidding processes. Available to you is the City of Tallahassee Contract, #1489. This has most everything you may need, even the installations. Take time to review this list and give us a call. We will be more than happy to work with you any way you need us to. Just phone the location closest to you and schedule a time for an Outside Sales Person to stop by and speak with you...

Respectfully,

JC Puryear

JC Puryear

Vice President Sales and Marketing



January 3, 2012

Mr. JJ Etheridge
Danna Safety Supply, Inc.
4747 San Juan Avenue
Jacksonville, Florida 32210

Re: Contract No. 1489

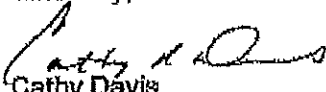
Dear Mr. Etheridge:

This letter shall serve as the City's formal notice of intent to extend the above referenced contract from January 1, 2012 to December 31, 2017 as stated in reference contract.

Please provide a current Insurance Certificate to cover the extension period. It may be faxed to me at 850-891-0967. The City looks forward to continuing its excellent working relationship with your firm.

Should you have any questions please feel free to contact me at (850) 891-8280.

Sincerely,


Cathy Davis
Manager for Procurement Services

CD/va

Accepted:

Firm Name:

Danna Safety Supply

Signature:

[Signature]

Date:

January 6, 2012

12 JAN -9 PM 3:14
CITY OF TALLAHASSEE
1489

Vida Addison @tal.gov com

850-891-8289

CITY HALL
300 South Adams Street
Tallahassee, FL 32301-1731
850-891-0000
TDD: 711 • Talgov.com

JOHN R. MARKS, III
Mayor

ANITA E. THOMPSON
City Manager

ANDREW GILLUM
Commissioner

JAMES R. ENGLISH
City Attorney

NANCY MILLER
Commissioner

JAMES O. COOKE, IV
Interim City Treasurer/Clerk

MARK MUSTIAN
Commissioner

SAM M. McCALL
City Auditor

GIL D. ZIPPER
Commissioner

**Tallahassee
Contract
#1489**

Dana Safety Supply, Inc.
Locally OWNED...

4737 San Juan Avenue
Jacksonville, FL 32210
800-377-5016

1372 N.W. 78 Avenue
Miami, FL 33126
866-377-0024

CENTRAL FLORIDA
LOCATION
COMING
SOON

Dss@dss.com
www.danasafetysupply.com



DANA SAFETY SUPPLY

Quality. Safety. Service.

Save Time and Money. Take advantage of the Tallahassee Contract for the next TEN (10) years. Tag onto the contract and save that valuable bidding process.

Percentage off Current Manufacturer Published Retail Price Lists:

WHELEN	46.5% (SHIPPING INCLUDED)
HAVIS SHIELDS	42.0% (PLUS SHIPPING COSTS)
SETINA	35.0% (PLUS SHIPPING COSTS)
PRO-GARD	35.0% (PLUS SHIPPING COSTS)
PATRIOT	35.0% (PLUS SHIPPING COSTS)
GO-RHINO	30.0% (PLUS SHIPPING COSTS)
ABLE 2/SO-ME	35.0% (SHIPPING INCLUDED)
GAMBER JOHNSON	32.0% (PLUS SHIPPING COSTS)
BIG SKY	25.0% (PLUS SHIPPING COSTS)
STREAMLIGHT	30.0% (SHIPPING INCLUDED)
MAGLITE	30.0% (SHIPPING INCLUDED)
EDISON	25.0% (SHIPPING INCLUDED)
UNITY	20.0% (PLUS SHIPPING COSTS)
ICOP	00.0% (ADDITIONAL QUANTITY DISCOUNTS WILL APPLY)
SOUND OFF	35.0% (SHIPPING INCLUDED)
DSS PRODUCTS	45.0% (SHIPPING INCLUDED)

CURRENT MANUFACTURER RETAIL PRICE LISTS WILL BE FURNISHED UPON REQUEST.

CONTRACT

No. 1489

THIS CONTRACT is executed this 16th day of April 2007, by and between the CITY OF TALLAHASSEE, a Florida municipal corporation, hereinafter called the "City" and DANA SAFETY SUPPLY, INC. hereinafter called the "Contractor",

WITNESSETH:

WHEREAS, the City issued RFP No. 0233-06-BM-TC (such document and all addenda thereto, if any, being hereafter referred to as "RFP") seeking proposals for furnishing of certain light systems and components; after market vehicle accessories, and law enforcement/emergency vehicle equipment ("Vehicle Accessories"); and,

WHEREAS, the Contractor submitted a certain proposal dated October 9, 2006 ("Proposal") in response to that RFP; and,

WHEREAS, the City and the Contractor desire to enter into a contract for the purchase and installation of Vehicle Accessories, as more particularly set forth in this Contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants, obligations, and terms hereinafter set forth, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

SECTION 1.0 PURCHASE AND INSTALLATION OF VEHICLE ACCESSORIES.

1.1 Contractor shall provide and install Vehicle Accessories as may be ordered from time to time by the City. All Vehicle Accessories shall be priced, designed, constructed, equipped, and installed in accordance with the specifications set forth in the Proposal and applicable Change Orders executed by the parties unless otherwise stated in this Contract. All Vehicle Accessories and installations shall conform and comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations.

1.1.1 The Contractor and the City Fleet Management Division shall schedule the following two meetings with respect to each order received from the City:

- (I) A pre-production meeting to completely review the specifications of the Vehicle Accessories and installation prior to commencing assembly or production of each order. The Contractor shall be represented by qualified technicians/engineers to properly facilitate the design and construction requirements. This meeting can be held at Fleet, by phone or at the installation facilities as directed by



April 10, 2007

Vendor: Dana Safety Supply, Inc.
4737 San Juan Avenue
Jacksonville, FL 32210

Contract documents have now been executed by all parties and we are enclosing a copy for your files.

Project: Purchase & Installation of Vehicle Accessories
RFP No. 0233-06-BM-TC
Contract No. 1489

If you have any questions, please contact Helen Jackson of our office at (850-891-8127)

LL
1 Adams Street
Se, FL 32301-1731
3000
- talgov.com

JOHN R. MARKS, III
Mayor

ANITA F. THOMPSON
City Manager

MARK MUSTIAN
Mayor Pro Tem

JAMES R. ENGLISH
City Attorney

ANDREW D. GILLUM
Commissioner

GARY HERNDON
City Treasurer-Clerk

ALLAN J. KATZ
Commissioner

SAM M. McCALL
City Auditor

DEBBIE LIGHTSEY
Commissioner

the Superintendent of Fleet Management for the City of Tallahassee.

- (ii) A final review and inspection shall be at the Fleet Management facilities, 400 Dupree Street when the City vehicle with installed Vehicle Accessories ("Completed Vehicle") arrives and is considered by the Contractor to be complete. In addition to a complete inspection, City representatives will conduct a full performance test of each Completed Vehicle and of all integral systems. The Contractor shall provide all technical information and representative's) reasonably required to assist the City in these inspections and shall make available to the City all reasonably required third-party certifications. A technician shall be available to complete any needed repairs or to replace items not meeting specifications. At the option of the City, these repairs shall be facilitated at either the City Fleet Management Division facilities or at the facilities of the installation manufacturer.

1.1.2 The City or the Contractor, at any time, may request changes in the specifications or requirements related to a particular Vehicle Accessory or installation. No changes shall become effective until reduced to writing and signed by duly authorized representatives of each party ("Change Order"). All such Change Orders shall include, as a minimum, the following information:

- (i) The specific changes to be made (i.e. equipment installation, equipment, equipment components, etc.);
- (ii) Changes, if any, in the time for delivery of the Completed Vehicle; and,
- (iii) Changes in the price of the Vehicle Accessories or Installation services.

1.2 Installation. Should the City require Vehicle Accessories that cannot be provided by or purchased from the Contractor, the Contractor, at the request of the City, shall install such Vehicle Accessories.

SECTION 2.0 PURCHASE OF PARTS.

2.1 The Contractor shall provide such parts for all Vehicle Accessories installed under this Contract as the City may order from time to time. The Contractor shall provide original manufacturer part numbers. All parts ordered by the City shall be delivered FOB to the City Fleet Management Division within 24 hours from placement of the order. Delays in shipment beyond the reasonable control of the

Contractor shall be subject to Section 10.10; provided, however, the Contractor, in such event, shall promptly notify the City regarding the details of any such delay so the City can make a final determination regarding responsibility.

- 2.2 The Contractor shall maintain, at City Fleet Management Division facilities, an inventory of certain high volume of use and long lead-time parts for Vehicle Accessories purchased by the City ("Consignment Parts"). Consignment Parts shall remain the property of the Contractor until use by the City; however, the City, unless otherwise provided herein, shall bear the risk of loss of all Consignment Parts while in the custody of the City. The City, based on information provided by the Contractor, shall be responsible for monitoring the shelf life and condition of all Consignment Parts. The Contractor, at its cost, shall ensure that Consignment Parts that are used, are otherwise withdrawn from stock, are determined to be obsolete, or are identified as being out of date or in an unusable condition are promptly replaced in inventory. This inventory of Consignment Parts will be audited annually for reconciliation purposes. The City agrees to allow the Contractor to use the Consignment Parts for other customer applications so long as the Contractor promptly replaces such parts; however, the Contractor shall limit the volume of these transactions such that, in the opinion of the City, they do not cost the City additional inventory maintenance expenditures.

SECTION 3.0 TERM.

The Term of this Contract shall be a period of five (5) years, commencing on January 1, 2007 unless earlier terminated in accordance with the terms of this Contract. Such term may be extended for an additional five (5) year period, subject to mutual agreement of the parties.

SECTION 4.0 CONTRACT PRICING AND PAYMENT.

4.1 Pricing.

- 4.1.1 During the Term, the City shall pay the Contractor for Vehicle Accessories ordered by the City based upon the Contractor's current pricing at the time a particular order is placed, less the stated discount set forth in the Proposal. The City shall pay the Contractor for installation of Vehicle Accessories, whether purchased from the Contractor or provided by the City, at the package prices or labor rates, as applicable, set forth in the Proposal, which rates may be modified from time to time by mutual agreement as set forth in an amendment to this Contract.

- 4.1.2 Notwithstanding Section 4.1.1 above, the prices offered to the City during the term of this Contract shall be no greater than the lowest price offered

by the Contractor to any governmental customer. The City shall have the right to annually review and audit all Contractor contracts and sales records to verify that the Contractor is in compliance with this most favored pricing requirement. If the Contractor is found not to be in compliance, the City will notify the Contractor, in writing, of such fact, and the Contractor, within 30 days of its receipt of such notice, shall pay to the City the applicable price differential for all affected Vehicles purchased by the City, plus interest thereon at the rate of six percent (6%), for the period from the date of final acceptance of the affected Vehicles through the date of such notice from the City.

- 4.1.3 A standard warranty package, as described and set forth in the Proposal, is included in the price of all Vehicle Accessories.

4.2 Payment.

- 4.3.1 All Vehicle Accessory prices shall be F.O.B. City of Tallahassee, Fleet Management Division, 400 Dupree Street, Tallahassee, Florida

- 4.3.2 All proper invoices shall be paid by the City in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

- 4.3.3 In addition to other remedies available under this Contract, the City shall have the right to deduct, offset against, or withhold from sums or payments otherwise due the Contractor any sums or amounts which the Contractor may owe to the City pursuant to provisions of this Contract, as a result of breach or termination of this Contract, or otherwise.

SECTION 5.0 DELIVERY AND ACCEPTANCE

- 5.1 The Contractor shall deliver each Completed Vehicle in accordance with the schedule set forth in the Proposal or such other time period as may be agreed by the parties. The Contractor and the City agree that timely delivery by the Contractor is of the essence of this Contract, that the City will suffer damages in the event the Contractor fails to so perform, and that such damages may be difficult to precisely calculate or prove. As a result, the Contractor shall pay to the City, as liquidated damages and not as a penalty, the amount of \$100 per day, or portion thereof, for each day of delay in delivery of each Completed Vehicle by the City. Such liquidated damages shall be paid in addition to any other recourse that may be available to City in the event of such a breach.

- 5.2 The Contractor shall fully assemble, service, and adjust each Vehicle Accessory prior to installation and delivery, and the Contractor shall demonstrate, to the satisfaction of the City, that each delivered Vehicle Accessory is in perfect mechanical condition.

- 5.3 Delivery of a Completed Vehicle to the City does not constitute acceptance for the purpose of payment or warranty start time. The City shall inspect and test each delivered Completed Vehicle to determine whether it meets all specifications and requirements set forth in this Contract and within ten (10) days following delivery, the City shall notify the Contractor, in writing, of either its final acceptance of the Completed Vehicle and Accessory or the failure of the Completed Vehicle or Accessory to meet certain specifications and requirements. In the latter case, the Contractor, within ten (10) days following its receipt of written notice from the City, shall deliver to the City a detailed proposal and schedule for corrective action. If the proposed corrective action is acceptable to the City, the Contractor will be given a written notice to proceed, and a new inspection, testing, and notice process shall commence upon completion of corrective action. If the proposed corrective action or schedule is not acceptable, or if approved corrective action is not timely completed, the City may refuse the Completed Vehicle. Each vehicle delivered or picked up by the Contractor for installation of Vehicle Accessories shall remain the responsibility of the Contractor, and the Contractor shall bear all risk of loss with respect thereto, until final acceptance of the Completed Vehicle by the City.
- 5.4 With each group of Vehicle Accessories, the Contractor shall deliver to the City, in an electronic format acceptable to the City three (3) copies of the technical and service manuals for such Vehicle Accessories.

SECTION 6.0 INDEMNIFICATION.

- 6.1 The Contractor shall indemnify and save harmless the City, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever, including reasonable attorney's fees and costs of litigation, to the extent arising out of or caused by any act or omission of the Contractor, its subcontractors, or their respective employees, officers, directors, or agents, in the performance under this Contract. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.
- 6.2 The Contractor shall, at its sole expense, defend any claim, suit or proceeding brought against the City, its official or employees, to the extent such claim, suit or proceeding is based on a claim that any Vehicle Accessories furnished under this Contract (collectively, "Infringing Work") constitutes infringement of any registered patent of the United States of America or county of manufacture; provided that City shall give the Contractor prompt written notice of any such claim, suit or proceeding and shall give the Contractor authority, information and assistance in a timely manner for the defense of the same. The Contractor shall

indemnify and hold the City, its officials or employees, harmless from and against all costs and damages awarded, and all attorney's fees incurred or awarded, in any suit or proceeding so defended. The Contractor will not be responsible for any settlement or proceeding made without its prior written approval. In case said Infringing Work is held to constitute an infringement and the use of said Infringing Work is enjoined, the Contractor shall, at its own expense and at its option, either (a) procure for City the right to continue using said Infringing Work, (b) replace said Infringing Work with substantially equivalent, equally functional, non-infringing work, parts or combination thereof, or (c) modify such Infringing Work so that it becomes non-infringing, while maintaining the same functionality.

SECTION 7.0 INSURANCE.

7.1 Prior to commencing work, Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Contract, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Scope of Services hereunder by Contractor, its agents, representatives, employees or sub-consultants. The cost of such insurance shall be borne by Contractor.

7.1.1 Contractor shall maintain the following coverage with limits no less than the indicated amounts:

(a) *Commercial General/Umbrella Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The certificate of insurance shall state whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- (i) Premise/Operations
- (ii) Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- (iii) Products/Completed Operations
- (iv) Contractual
- (v) Independent Contractors
- (vi) Broad Form Property Damage
- (vii) Personal Injury

(b) *Business Automobile/Umbrella Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.

- (i) Owned/Leased Autos
- (ii) Non-owned Autos
- (iii) Hired Autos

- (c) *Workers' Compensation and Employers/Umbrella Liability Insurance* - Workers' Compensation statutory limits as required by Chapter 440, Florida Statutes. This policy should include Employers/Umbrella Liability Coverage for \$1,000,000 per accident.

7.1.2 Other Insurance Provisions

- (a) *Commercial General Liability and Automobile Liability Coverage*

- (i) City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor or premises on which Contractor is performing Services on behalf of City. The coverage shall contain no special limitations on the scope of protection afforded to City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- (ii) The Contractor insurance coverage shall be primary insurance as respects City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor insurance and shall not contribute with it.
- (iv) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- (v) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- (b) *Workers' Compensation and Employers' Liability and Property Coverage*

The insurer shall agree to waive all rights of subrogation against City, member of its City Commission, boards, commissions and

committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of Services under this Contract.

(c) *All Coverage*

- (i) Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to City in accordance with this Contract.
- (ii) If Contractor, for any reason, fails to maintain any insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Contract and obtain damages from Contractor resulting from said breach.
- (iii) Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

7.1.3. *Deductibles and Self-Insured Retention's*

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

7.1.4. *Acceptability of Insurers*

Insurance is to be placed with Florida admitted insurers rated B+X or better by A.M. Best's rating service.

7.1.5. *Verification of Coverage*

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon execution of the

contract documents, the certificates and endorsements are to be received and approved by City before work commences.

SECTION 8.0 TERMINATION.

- 8.1 The City may, by written notice to the Contractor, terminate this Contract in whole or in part, at any time, either for the convenience of City or because of failure of the Contractor to fulfill its obligations. Upon receipt of such notice, the Contractor shall immediately discontinue all work affected (unless the notice directs otherwise).
- 8.2 If the termination is for the convenience of the City, the Contractor shall be paid for Vehicle Accessories and installation finally accepted by the City as of the effective date of termination.
- 8.3 If the termination is due to the failure of the Contractor to fulfill its obligations under this Contract, the Contractor shall be liable to City for reasonable additional costs incurred by City as a result of such breach.
- 8.4 If, after notice of termination for failure to fulfill its obligations under this Contract, it is determined that Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of City.
- 8.5 The rights and remedies of the parties provided in this Section 8 are in addition to any other rights and remedies such party may have at law, in equity, or under this Contract.

SECTION 9.0 WARRANTY AND MAINTENANCE.

- 9.1 The Contractor hereby warrants all Vehicle Accessories and installation as set forth in its Proposal and the individual warranty documents delivered with order. The Contractor will respond, on-site in Tallahassee, for all warranty repairs within 24 hours following notice from the City.
- 9.2 The City prefers to have the Contractor complete all warranty work, and the City shall perform such work only in the event of exigent circumstances. The Contractor, within thirty (30) days of receipt of an invoice therefore, will pay the City for all such warranty work completed by the City in an amount equal to the fully loaded costs for personnel performing such work. At the request of the Contractor, the City will provide documentation of such costs. The contractor must authorize all such warranty repairs under exigent circumstances in advance. Authorization to proceed shall be within 24 hours or less of the request from the City of Tallahassee.

10.0 MISCELLANEOUS PROVISIONS.

- 10.1 Time shall be of the essence in performance of this Contract; provided, however, that either party shall be excused from timely performance under this Contract to the extent that, but only to the extent that, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence of, the party claiming such excuse from timely performance.
- 10.2 Failure to enforce or insist upon compliance with any of the terms or conditions of this Contract or failure to give notice or declare this Contract terminated shall not constitute a general waiver or relinquishment of the same or any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.
- 10.3 If written notice to a party is required under this Contract, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, to Contractor as follows:

Dana Safety Supply, Inc.
4737 San Juan Ave.
Jacksonville, Florida 32210
Attn: J. C. Puryear

And to the City as follows:

City of Tallahassee
Fleet Management Division
400 Dupree Street
Tallahassee, Florida 32304
Attn: Fleet Superintendent

- 10.4 Contractor shall not assign any of their rights or obligations under this Contract without prior approval by the City.
- 10.5 Contractor shall be responsible for the actions of any and all of their subcontractors and consultants. Neither subcontractors nor any consultants shall interface directly with the City.
- 10.6 This Contract and every question arising hereunder shall be construed, interpreted, or determined according to the laws of the State of Florida. Venue for any action brought in relation to this Contract shall be placed in a court of competent jurisdiction in Leon County, Florida.
- 10.7 As required by Section 287.133, (2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public

entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.010 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the City within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

- 10.8 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either City or Contractor. The section headings appearing herein are for the convenience of the parties and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Contract. If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provisions valid, then the provision shall have the meaning which renders it valid.
- 10.9 Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, gender, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, creed, color, sex, marital status or national origin. The Contractor will post a copy of this pledge in a conspicuous place, available to all employees and job applicants and will place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an "Equal Opportunity Employer".
- 10.10 Either party shall be excused from timely performance under this Agreement to the extent, but only to the extent, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence on the part of, the party claiming such excuse from timely performance.
- 10.11 The Contractor shall make Vehicle Accessories and installation available to other governmental entities on the same terms and conditions as set forth in this Contract. Should any such governmental entity purchase Vehicle Accessories or Installation on such basis utilizing this Contract, the Contractor shall report such purchase to the City and, within thirty (30) days following final payment for each order of such Vehicle Accessories or Installation, shall provide a credit to the City, which can be used toward the purchase of parts, equipment and installation

from the Contractor, in the amount of 0.5% of the purchase price of such Vehicle Accessories and Installation. This provision shall apply to all purchases initiated during the term of this Agreement, even if such purchase continues and payment is received after the expiration of such term. The contractor may charge this as a transaction fee.

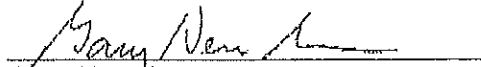
10.12 It is understood and agreed that this Contract, including exhibits and references (if any), is the entire Contract between the parties and supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof. City and Contractor, by mutual agreement, may change or amend the terms and conditions of this Contract. All such changes or amendments shall be set forth in a written amendment to this Contract.

10.13 If any portion of this Contract, or any Exhibit or portion thereof, is held to be invalid by a court of law, such provision shall be considered severable, and the remainder of this Contract shall be construed and enforced in a manner consistent with the intent of the Parties.

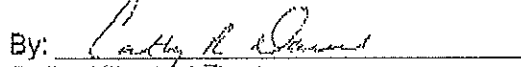
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives, effective the date first above written.

CITY OF TALLAHASSEE

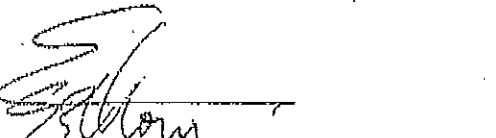
Attest:



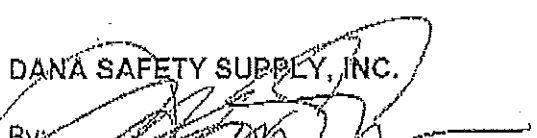
Gary Herndon
City Treasurer-Clerk

By: 

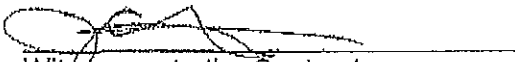
Cathy Kilpatrick-Davis
Manager For Procurement Services



Witness as to the Contractor

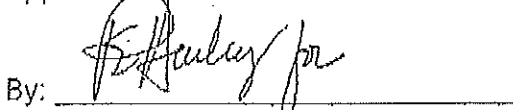
DANA SAFETY SUPPLY, INC.
By: 

Jeffrey E. Bason V.P. C.E.O.
(Type or print name and title of signatory)



Witness as to the Contractor

Approved as to form:

By: 

City Attorney

EQUIPMENT INSTALLATION
RFP No. 0233-06-BM-TC

Maximum Rating Points	0-10	0-20	0-20	0-20	0-10	0-10	0-65	155
Category Classifications	A	B	C	D	E	F	G	H
	Equipment and Accessories	Delivery Schedule	Warranty	Service & Maintenance	Local Preference	MBE Plan & Certification	Cost Proposal	Total Points
Name of Applicant Firms	Rating Section							
Central Public Safety	9.3	13.3	15	16.7	0	0	64	118.3
DANA	9.3	18.3	14.3	16	0	0	65	122.9
First Communications	6	9	5.7	9	10	0	39	78.7
Law Enforcement Supply	8.7	12	13.3	10.7	0	0	59	103.7

Recommended: _____

Chairperson: John McIntyre

Date: Nov. 6, 2006 _____

Committee Members:

Terry Brown

Roger Godwin

POSTED: Nov. 7, 2006, 09:00 AM

BEM

List of Agencies Utilizing DSS: 2007 to date

Sarasota Police Department	New Port Richie Police Department	Seminole County Fire Department
Sarasota County Sheriff's Office	Port Richie Police Department	Coral Springs Police Department
Pinellas County Sheriff's Office	Leon County Sheriff's Office	Nassau County Sheriff's Office
Manatee County Sheriff's Office	Pasco County Sheriff's Office	Daytona Beach Police Department
Citrus County Sheriff's Office	Tallahassee Police Department	Flagler County Sheriff's Office
Cape Coral Police Department	Escambia County Sheriff's Office	Palm Beach County Sheriff's Office
Dade City Police Department	Pensacola Police Department	Orange County Fleet
Zephyrhills Police Department	Okaloosa County Sheriff's Office	Suwannee County Sheriff's Office
Brooksville Police Department	Orange County Fire Department	Saint Augustine Police Department
Hernando County Sheriff's Office		



August 24, 2006

NOTICE TO PROPOSERS
Addendum No. 3
Request for Proposals
Equipment Installation
RFP No. 0233-06-BM-TC

Please be advised of Addendum No. 2 to the above referenced Request for Proposals as follows:

PRE-PROPOSAL CONFERENCE

The City of Tallahassee will hold a second Mandatory Pre-Proposal Conference for prospective respondents as follows:

DATE: Thursday, August 31, 2006
TIME: 09:30 AM, LOCAL TIME
LOCATION: Fleet Conference Room
400 Dupree Street,
Tallahassee, Florida

The Pre-Proposal Conference is a mandatory meeting. Therefore, prospective respondents MUST attend this conference in order to qualify as a respondent. Note: Firms who attended the first Pre-Proposal Conference are not required to attend the second.

Bidders should note that the submittal due date for their complete bid has changed and will now be due no later than 4:30 P.M. on September 26, 2006.

The purpose of the pre-proposal conference is to provide respondents with detailed information concerning this solicitation and to address questions and concerns. Representatives from the Procurement Services Division, and the Fleet Management Department will be present to address questions concerning minority business participation, proposal submittal requirements, and technical scope of work, respectively.

ADD Section 3.0, Tab 8:

TAB 8 – MBE PLAN & MBE CERTIFICATION

- a. Present a narrative description /Plan of how the MBE goal of 12.5% fee participation will be met or exceeded during the course of this project. This Plan should explain the work scope designated for each MBE firm, the duration of and phases in which the assignments occur and how the assignments coordinate within the overall project plan (2 Pages Maximum for Plan).
- b. For each MBE firm on your team, include Attachment B (MBE Utilization Form) along with their Certification documents.
- c. If there are no MBE firms on your team, complete the Determination of Good Faith Effort (Attachment C) and include in TAB 5. The MBE submission requirements are detailed in Section 14.0 of this RFP.

CHANGE SECTION 5.0 TO READ AS FOLLOWS:

SECTION 5.0 EVALUATIONS OF PROPOSALS:

Evaluation of proposals will be performed consistent with the City's Procedures Manual using the following criteria and weighted values:

Criteria	Rating Points
Equipment and Accessories	0-10 points
Delivery Schedule	0-20 points
Warranty	0-20 points
Service and Maintenance	0-20 points
Local Preference Criteria.	0-10 Points
MBE Plan & MBE Certification	0-10 points
Cost Proposal	0-65 Points
Maximum Points Allowed	155 Points

As part of the evaluation process, short listed respondents may be required to make oral presentations.

CHANGE SECTION 14.0 TO READ AS FOLLOWS:

SECTION 14.0 MINORITY BUSINESS PARTICIPATION

MBE participation shall be a selection criterion in the RFP evaluation / scoring process.

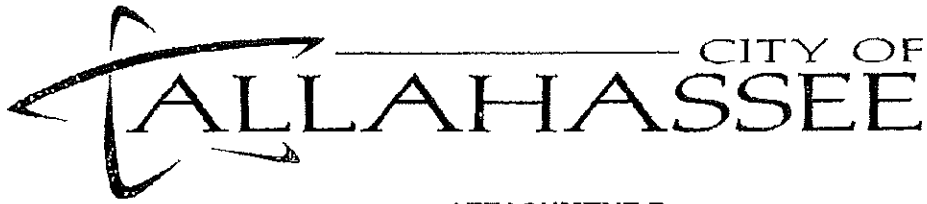
- 14.1 It is the goal of this Project to have a minimum 12.5% MBE participation. The vendor shall include an MBE Participation Plan within the RFP response. Key elements of the plan will include:
- 14.1.1 An explanation / narrative of how the goal of 12.5% MBE participation shall be met for this contract.
 - 14.1.2 List of the locally certified MBE firms that will be utilized on this contract including the service they are to provide.
 - 14.1.3 The methodology for monitoring the MBE participation on a continuing basis.
 - 14.1.4 If the vendor elects to utilize graduate or undergraduate minority students, (in accordance with the City of Tallahassee's definition of "minority persons") to augment existing staff, these costs may be credited to the MBE goal. The MBE Plan shall include details on their inclusion and assigned tasks.
 - 14.1.5 If no suitable MBE participation can be found, the vendor must demonstrate a Good Faith Effort was made to identify a suitable MBE and attachment C will need to be included in the RFP Response.

14.2 GOOD FAITH

Failure to submit the MBE Plan and/or Good Faith documentation shall result in the proposal being deemed as non-responsive to the MBR portion of the proposal specifications. If MBE participation is not available or will not be used for this contract, it must be documented and justified on the Good Faith Effort form.

- 14.3 **As part of the RFP Evaluation process, a total of 10 points may be awarded for MBE participation: 5 points for the MBE Plan and 5 points for the MBE Certification.** The City's MBE Office will evaluate the MBE plans. Failure to submit a plan will result in the SOQ not receiving the 5 points toward the evaluation score.

Attachment B must be submitted for each MBE firm proposed, as supporting documentation to the MBE Certification. NOTE: When submitting the MBE Utilization Form, **ensure** all proposed MBE vendors are certified through the City of Tallahassee or Leon County and are located in the "Local Market Area" of Leon, Wakulla, Gadsden or Jefferson counties. No other certification is acceptable. An MBE vendor **will not be considered** in the MBE goal of 12.5% if that vendor is not certified by the City of Tallahassee or by Leon County at the time of receipt of the Qualification Statement.



ATTACHMENT B
MBE UTILIZATION FORM

Proposer: _____

Address: _____

Phone: _____ - _____ - _____ RFP Number _____

RFP Name: _____

MBE SUB PROPOSERS INTENDED TO BE UTILIZED ON THE PROJECT

Name of MBE Sub-
Proposer/Supplier: _____

Address: _____

Phone: _____ - _____ - _____ Is the sub-proposer a certified MBE? ☐ Yes ☐ No

If yes, please provide a copy of your certification letter or certificate.

Dollar amount of contract with sub-proposer/supplier: _____ %

Percentage amount of contract with sub-proposer/supplier: _____ %

Description of scope of work performed under agreement with the sub-proposer for amount indicated above:

PLEASE SUBMIT A SEPARATE FORM FOR EACH SUB-PROPOSER/SUPPLIER.

ATTACHMENT C

STATEMENT OF GOOD FAITH EFFORTS

PROPOSER: _____

DATE: _____

This form is to be completed if proposer fails to achieve the MBE goals established for this project. The proposer is allowed to use an alternate method that demonstrates the good faith efforts made to meet the goals established as long as all of the requested information is included. Failure to include all requested information may result in the proposal being determined as non-responsive to the MBE goals.

The following list is not intended to be exclusive or exhaustive and the City will look not only at the different kinds of efforts the proposer has made, but also the quality, quantity, intensity and timeliness of those efforts; it is the responsibility of the proposer to exercise good faith efforts. Any act or omission by the City shall not relieve the proposer of this responsibility.

Criteria listed below are consistent with the intent of **Section 16.5.9 of the City's Administrative Policies & Procedures Manual, as amended**. A response is required to address each cited paragraph. Additional pages may be added as necessary.

1. **Attendance at Pre-Proposal conference, if held:**

☐ Yes ☐ No ☐ Not Held **(10 POINTS)**

2. **Whether and when the proposer provided written notice to certified MBE's listed in the City of Tallahassee MBE and/or Leon County Government Program directories that perform the type of work to be subcontracted and advising the MBE's of the specific work the proposer intends to subcontract; that their interest in the contract is being solicited; and how to obtain information for the review and inspection of contract plans and specifications.** **(20 POINTS)**

All letters from proposers to prospective MBE subcontractors should be post marked a minimum of 12 calendar days or faxed recorded 7 days prior to proposal opening.

A. Provide complete list of all MBE's solicited.

B. Provide **DATE** letters were mailed (MBE's will be canvassed as to who sent them letters and what date they were received.) Provide a copy of solicitation and all other letters sent to MBE's. Recommended information in your solicitation letter can include, but not limited to, the following:

- Project specific information.
- Your willingness to assist with supply purchases.
- Bonding requirements of your firm.

Any assistance your firm will be giving regarding bonding requirements, lines of credit and insurance requirements.

- Availability of specifications and plans through your office.
- Best time to reach you by phone (MBE firms will be canvassed regarding your responsiveness to their calls and project information they received from your firm.)
- Proposal opening date and all addendum information.
- Your requirements/time frames/payment schedules.

3. **Whether the proposer selected feasible portions of work to be performed by MBE's, including, where appropriate, breaking contracts or combining elements of work into feasible units. The ability of the proposer to perform the work with its own work force will not in itself excuse a contractor from making positive efforts to meet the established goals.**

If appropriate, detail any subcontracting category that you have broken down to assist MBE firms and list firms that have been made aware of this reduced scope.

<u>Subcontracting Category</u>	<u>MBE Firm</u>
_____	_____
_____	_____
_____	_____
_____	_____

4. **Whether the proposer considered all quotations received from MBE's and for those quotations not accepted, the proposer should provide an explanation of why the MBE will not be used during the course of the contract. Receipt of lower quotation from non-MBE will not in itself excuse a proposer's failure to meet project goals.** (15 POINTS)

List all MBE firms who quoted this project; the amount quoted, and the successful subcontractor (if not the MBE firm) and their quote:

<u>Name of MBE</u>	<u>MBE's Quote</u>	<u>Name of non-MBE Subcontractor Chosen</u>	<u>Subcontractor's Quote</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. Whether the proposer provided interested MBE's assistance in reviewing the contract plans and specifications. (5 POINTS)

Name the MBE firms provided assistance and describe how your firm provided such assistance.

6. Whether the proposer assisted interested MBE firms in obtaining required bonding, lines of credit or insurance if such assistance was necessary. (5 POINTS)

If the project was above \$200,000 or exempt from the City of Tallahassee's Bond Waiver Program, name the MBE's assisted and describe the assistance provided.

7. Indicate whether the proposer has utilized MBE subcontractors on City, or other local, contracts within the past six months. (10 POINTS)

<u>Project Name</u>	<u>MBE Firms Used</u>	<u>Dollar Value</u>

8. Whether the proposer advertised in general circulation, trade association, and/or minority/women - focus media concerning the subcontracting opportunities. (10 POINTS)

List which papers carried your ad and attach a copy of the ad.

9. Written documentation that the proposer contacted the City of Tallahassee's MBE Office, other local M/WBE Offices or, if applicable, Federal MBE/DBE Offices, for guidance and assistance if having difficulty obtaining minority participation and unable to identify portions of work that can be feasibly broken down. (10 F

List minority/women organizations contacted.
(A minimum of three organizations must be contacted.)

<u>Organization</u>	<u>Person Contacted</u>	<u>Date Contacted</u>

10. Describe any additional efforts or circumstances, which may assist the City in determining your Good Faith Efforts. (5 POINTS)

A minimum score equal to 80% of the eligible points is required to achieve an acceptable good faith effort determination.
--

The below acknowledgment form is to be returned with your Proposal.

Proposers should note that the submittal due date for their complete proposal has been changed and will be due no later than **September 26, 2006 at 4:30 p.m.**

Should you have any questions concerning the above or related matters, please do not hesitate to contact Billie E. Mack at (850) 891-8280 **or through FRS TDD at 711.**

Cathy Davis

Cathy Davis
Manager for Procurement Services

CD/BM

Please acknowledge receipt of this Addendum in the appropriate space below.
Failure to acknowledge receipt of this Addendum may result in the disqualification of your proposal.

COMPANY NAME

AUTHORIZED SIGNATURE

DATE



RFP NO #0233-06-BM-TC
EQUIPMENT INSTALLATION
July 17, 2006

The City of Tallahassee, Florida requests proposals for Installation of lighting systems and specialty equipment for the Fleet Management Division.

SECTION 1.0 GENERAL INFORMATION:

The City of Tallahassee area covers 671 square miles serving a population of approximately 260,000.

1.1 General Requirements

- Proposer must provide current reference for manufacturer and dealer that will be servicing the City of Tallahassee
- Proposer shall be a full line supplier of emergency and general lighting systems and equipment.
- Proposer shall be a full line supplier of vehicle aftermarket accessories.
- The City prefers Proposers that are ISO 9001 certified in the design, servicing and installation of equipment. The City, regardless of ISO 9001 certifications, will evaluate all proposals received from qualified vendors that attended the Mandatory Pre-Proposal conference on, 2006.
- Proposer shall be responsible for pick up and delivery of vehicles/equipment from and to the City of Tallahassee's Fleet Management Department.
- Proposer must maintain a full time technical service department capable of providing on site service and repairs as well as technical assistance via telephone.
- Proposer must be the actual installer of all equipment utilizing properly trained personnel thoroughly familiar with the equipment to be installed.
- Proposer shall provide a minimum of five references to substantiate previous satisfactory and successful completion of similar projects.
- Proposer shall be responsible for each manufacturer's standard warranty on equipment and accessories.

1.2 Equipment

- Proposer shall provide a full line of light systems.
- Proposer shall provide a full line of aftermarket accessories for light, medium and heavy-duty vehicles.

-
- Proposer shall provide a full line of law enforcement /emergency vehicle equipment.
- Pricing shall not be limited to lighting systems, but must also be extended to individual item sales as well.

1.3 **Dealership**

- Proposer shall state number of years manufacturer and dealer have been in business
- Proposer shall have established working office with staffed office, parts, and service facilities.

SECTION 2.0 STATEMENTS OF WORK/SPECIFICATIONS

2.1 **General**

It is the intention of the City of Tallahassee to enter into a contract with a single provider to furnish and install aftermarket law enforcement/emergency and general vehicle lighting equipment and accessories.

A price structure is to be established for equipment installs, options, accessories and parts, which the City of Tallahassee may purchase for five years with an option for renewal for an additional five years.

All equipment installed shall be the manufacturers latest model. Appurtenances and/or accessories not herein mentioned shall be included, conform to best practice known in design, quality of workmanship and material, and be subject to these specifications in full. The specifications shall be construed as a minimum.

Should the manufacturer's current published data or specifications exceed these, they shall be considered minimum and be furnished.

All equipment furnished under this Contract shall be constructed with due consideration to intended use and performance characteristics, including but not limited to, such that they will operate under all conditions (weather, environmental, etc.) in conformity with Owner's specifications and all applicable federal, state, and local laws.

All warranty papers shall be delivered with each piece of equipment.

A preconstruction meeting to completely review the specifications for the installation of equipment, including an agreement that the price is consistent with the contract and approved by the City of Tallahassee Commission. The City will perform a final inspection and full performance test of the equipment. The seller shall provide the technical information and representative(s) to allow for a complete and thorough conformance meeting/inspection. Any and all third party certifications shall be available for review at this meeting. The equipment will not be accepted until the accessories have been tested and accepted by the City of Tallahassee Fleet Management.

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2.2 **Change Orders**

The vendor shall notify the City, **in writing**, of all Change Orders for every piece of equipment purchased. Change Orders shall be approved by the City of Tallahassee's Fleet Management Department.

Change Orders shall include the following as a minimum:

- A. Changes to be made (i.e., equipment, equipment components, accessories, accessory components).
- B. Additional time associated with changes, (if any).
- C. Additional cost associated with changes, (if any).

The City shall not be held liable for costs associated with Change Orders for which they are not properly notified in writing. All Change Orders shall be sent to the address listed below:

**ATTN: John McIntyre
City of Tallahassee
Fleet Management Department
400 Dupree Street
Tallahassee, Florida 32304**

2.3 **Delivery**

The vendor shall state in their proposal firm delivery dates for the various types of equipment installs. The delivery times shall be a factor in the award of this contract.

The equipment shall be installed, serviced, adjusted, and demonstrated to the satisfaction of the City of Tallahassee.

2.4 **Acceptance**

Equipment and accessories will be accepted only after the above requirements for delivery have been met. Delivery of equipment and accessories to the City 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 delivered equipment or accessory meet specifications and the conditions listed in the specifications have been met. Should the delivered equipment or accessory differ in any respect from specifications, payment will be withheld until such time as the vendor completes necessary corrective action.

The Fleet Management Division shall notify the equipment installer of any deviation(s) in writing within ten (10) calendar days and the contract provisions regarding delivery shall prevail. Within ten (10) calendar days following notification of non-compliance by the Fleet Management Division, the Seller shall provide to the City a detailed proposal for corrective action. If the proposed corrective action is not acceptable to the receiving agency, the city may authorize the recipient to refuse final acceptance of the equipment and/or accessory in which case the equipment and/or accessory shall remain the property and the responsibility of the provider and the city shall not be liable for payment for any portion thereof.

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2.5 **Deliverables**

Vendor shall include with initial delivery of each model year of equipment the following manuals on CDs:

A. Operational manuals and or CDs for equipment installed.

2.6 **Training**

Operator and technician training for each new model:

An authorized representative shall conduct the operator training for each new model. It shall consist of detailed operator maintenance requirements and techniques for proper operation of the equipment.

2.8 **Warranties**

Proposer shall provide detailed manufacturers warranty information.

A delay in warranty start date is required on all equipment purchased by the City of Tallahassee. Warranty shall become effective when the vehicle is put into use by the City rather than at time of delivery. Equipment and accessories must all meet ANSI, SAE and other applicable standards.

Proposer shall provide all warranty service.

Vendor must provide immediate response time for warranty work.

Vendor must provide immediate response time for recalls.

SECTION 3.0 PROPOSAL RESPONSE REQUIREMENTS:

- 3.1 A prospective service provider's response to this RFP should include the following information at a minimum. Please note that the proposal should address the requirements in a clear and concise manner in the order stated herein.

Proposals must be tabbed as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the City.

- 3.2 The City reserves the right to seek additional/supplemental representation on specific issues as needed
- 3.3 Respondents shall construct their proposal in the following format and a tab must separate each section. Do not submit BINDERS 1 and BINDERS 2 together. Place in separate sealed envelopes.

BINDER 1 - (NO-COST) PROPOSAL

Do not include any pricing in any part of BINDER 1.

•

TAB 1 - EXECUTIVE SUMMARY (0 points)

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the proposer, their title(s), addresses, and telephone and fax number(s). The summary must be limited to a maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

TAB 2 – EQUIPMENT (25 points)

Vendor shall enclose a complete description of equipment construction. Proposal should be accompanied by a set of contractor's specifications consisting of a detailed description of each piece of equipment proposed. These specifications should include size, type, model and make of all component parts and accessories. Include a recommended part list.

Include copy of ISO 9001 certification in design, manufacture and servicing of various types of equipment to be installed.
Creativity shall be welcomed and considered in awarding points.

TAB 3 – DELIVERY SCHEDULE (5) points)

Vendor shall enclose detail delivery schedule.
Creativity shall be welcomed and considered in awarding points.

TAB 4 – WARRANTY (15 points)

State conditions of the warranty(s) provided by the vendor and/or manufacturers. If the proposal includes one or more warranties, then a list must be provided of different dealers names and locations.
Creativity shall be welcome and considered in awarding points.

TAB 5 –SERVICE AND MAINTENANCE (25 points)

State name and location of nearest factory authorized parts and service facilities. Describe mobile service and response time. All parts and service related issues shall be considered in this tab.

Service

- Proposer shall provide list of technicians and their level of ASE certification
- Proposer shall state number of mobile service trucks.
- Mobile service shall be provided immediately upon request of service.
- Technicians shall be employees of the manufacturer or dealer. No subcontractors will be allowed.
- Proposer shall state level of shop capability and types of service provided
- Proposer shall provide fixed and hourly cost of service provided by factory and dealer.

Creativity shall be welcomed and considered in awarding points.

•

TAB 6 – LOCAL PREFERENCE CRITERIA (10 Points)

As a part of the RFP selection process, the RFP evaluation procedure will provide for 10 points for Local Preference. The evaluation of Local Preference will be based on Attachment A, Representations and Certifications Form. Partial points will not be given.

For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within a four county area including Gadsden, Leon, Jefferson and Wakulla Counties for at least six (6) months immediately prior to the issuance of the RFQ; and
- b) Holds any business license required by these Counties, and, if applicable, the City of Tallahassee; and
- c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in the four county area, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in the four county area.
- d) Certification Process: The Firm claiming to be a local business as defined, shall so certify in writing (via Attachment B) to the City of Tallahassee Purchasing Division. The certification shall provide all necessary information to meet the requirements of the above definition. The Local Vendor Certification Form is enclosed as Attachment B. The City of Tallahassee purchasing agent shall have the sole discretion to determine if a vendor meets the definition of a "local business."

TAB 7 – CITY OF TALLAHASSEE DOCUMENTS

Complete and attach the forms contained in the attachments:

- Attachment A – Representations/Certifications

BINDER 2 - COST PROPOSAL (65 Points)

In a separate, sealed envelope, provide an ORIGINAL, so identified and five (5) complete copies of your proposal defined herein for the term of the contract. The fee shall include all travel, equipment, and any other related expenses. All equipment and accessory prices are to be FOB, City of Tallahassee, Fleet Division, and 400 Dupree Street, Tallahassee, Florida.

The Seller shall state any discounts to apply. (Discounts must be shown for each classification of items or individual items unless all items have the same percentage of discounts).

Vendor shall state warranty cost and extended warranty cost which the Vendor may offer.

3.4 Proposals shall be submitted as follows:

-
- 3.4.1 All proposals must be delivered to the City of Tallahassee at the address below no later than **4:30 P.M. ET on September 14, 2006**. Late proposals will be rejected. Failure to comply with this, or any other paragraph of the Request for Proposals shall be sufficient reason for rejection of the proposal.

Please mark six (6) copies of the written proposal envelope(s) as follows:

(Name of Project)
Written Proposal
Do Not Open Until 4:30 P.M. ET, **4:30 P. M. September 14, 2006**
Request for Proposal No. _____

Please mark six (6) copies of the cost proposal envelope(s) as follows:

(Name of Project)
Cost Proposal
Do not open Until Qualified.
Request for Proposal No. _____

Please address the mailing envelope(s) as follows:

City of Tallahassee
Procurement Services Division
City Hall, 300 South Adams Street
Tallahassee, FL 32301

- 3.4.2 The front of each proposal envelope/container shall contain the following information for proper identification:

- The name and address of the proposer
- The word "Proposal" and the RFP number
- The time/date specified for receipt of proposals
- The number of each envelope/container submitted (i.e. "1 of 3", "2 of 3", "3 of 3")

- 3.4.3 **ALL PROPOSALS MUST BE RECORDED (CLOCKED-IN) IN THE PURCHASING DIVISION ON OR BEFORE THE TIME AND DATE INDICATED ON THE RFP DOCUMENT.** The responsibility for submitting the proposal to the Procurement Services Division on or before the above stated time and date is solely that of the proposer. The City of Tallahassee will in no way be responsible for delays in mail delivery or delays caused by any other occurrence. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

- 3.4.4 All proposals must be in writing. Non-responsive proposals may not be considered. The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal respondent.

- 3.4.5 The City shall not be liable for any costs incurred by a respondent prior to entering into a contract. Therefore, all respondent are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.

SECTION 4.0 SCHEDULE:

The proposed time schedule as related to this procurement is as follows:

Release of RFP.....July 30, 2006
Deadline for requests for clarification, questions, etc.
(Responded to by City as addendum if necessary).....August 31, 2006
Deadline for submission of proposal.....September 14,
2006
Anticipated Selection, Presentations and Site Visits.....September,
October, 2006
Anticipated Contract Award.....November, 2006

SECTION 5.0 EVALUATION OF PROPOSALS:

Evaluation of proposals will be performed consistent with the City's Procedures Manual using the following criteria and weighted values:

Criteria	Rating Points
Equipment and Accessories	0-10 points
Delivery Schedule	0-20 points
Warranty	0-20 points
Service and Maintenance	0-20 points
Local Preference Criteria.	0-10 Points
MBE Participation	0-10 points
Cost Proposal	0-65 Points
Maximum Points Allowed	155 Points

- As part of the evaluation process, short listed respondents may be required to make oral presentations.

SECTION 6.0 CONTRACT AWARD

- 6.1 The City reserves the right to incorporate the successful firm's proposal into a contract. Failure of a firm to accept this obligation may result in the cancellation of any award.
- 6.2 The selected firm will be required to assume responsibility for all services offered in the proposal. The City will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment of any or all charges.

- 6.3 A copy of the recommended ranking and award will be available for review in the Purchasing Division upon completion of the evaluation by the committee.

•
Vendors may obtain a copy of the final ranking from the City's web site at <http://talgov.com/citytlh/service.html>. Select Business Services, Bid Information.

SECTION 7.0 RIGHT OF REJECTION:

The City of Tallahassee reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the City of Tallahassee and its citizens.

SECTION 8.0 REQUESTS FOR CLARIFICATIONS, INTERPRETATIONS AND ASSISTANCE:

All questions concerning this Request for Proposals must be directed through:

Billie Mack, Fleet Coordinator

TELEPHONE: (850) 891-8665 OR (850) 891-8280 (Central Desk)

E-MAIL: mackb@talgov.com FACSIMILE: (850) 891-0978

PROCUREMENT SERVICES DIVISION
CITY HALL 300 SOUTH ADAMS STREET
TALLAHASSEE, FL 32301-1731

All telephone conversations are to be considered unofficial responses and will not be binding. Questions, verifying the Request For Proposals' content, if appropriate, will be responded to in writing. The written response will be the City's official response and will be mailed to all Respondents that requested the Request For Proposals.

SECTION 9.0 GENERAL TERMS AND CONDITIONS:

9.1 EQUAL OPPORTUNITY AGREEMENT

- 9.1.1 In connection with work performed under a City of Tallahassee contract, the respondent agrees, upon receipt of a written award or acceptance of a contract, to support and abide by the City's Equal Opportunity Pledge.
- 9.1.2 By submitting a proposal in response to this solicitation, the respondent agrees to:
Not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin; Post a copy of this pledge in a conspicuous place, available to all employees and job applicants. Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an "Equal Opportunity Employer".

9.2 **PUBLIC ENTITY CRIMES**

As required by Florida State Statute 287.133, (2 (a), A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the City within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

9.3 **INDEMNIFICATION**

The consultant shall indemnify and save harmless the City, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the City, including without limitation attorney's fees and costs of litigation, to the extent that the same arise out of or are caused by any act or omission of the consultant, its sub consultants or subcontractors, or by the employees, officers, directors, or agents of the consultant, or its subcontractors.

9.4 **ISSUANCE OF ADDENDA**

9.4.1 If this solicitation is amended, the City will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

9.4.2 Proponents shall acknowledge receipt of each addendum to this solicitation using one of the following methods:

- By signing and returning the addendum;
- By signed letter;
- By signed facsimile (subject to the conditions specified in the provision entitled "FACSIMILE DOCUMENTS".)

9.4.3 The City must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

9.5 **PAYMENT**

9.5.1. **Prompt Pay Policy**

It is the policy of the City of Tallahassee to fully implement the provisions of the State of Florida Prompt Payment Act. For more information, please refer to Florida State Statute 218.7.

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9.5.2. **Withholding Payment**

In the event a contract is canceled under any provision herein, the City of Tallahassee may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

9.6 **INSURANCE REQUIREMENTS:**

Prior to commencing work, the Consultant shall procure and maintain at Consultant's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Consultant, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in Consultant's proposal.

9.6.1 **Consultant shall maintain limits no less than:**

Commercial General/Umbrella Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

Business Automobile/Umbrella Liability Insurance - \$1,000,000 limit per accident for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

Workers' Compensation and Employers'/Umbrella Liability Insurance -- Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Contractor or Vendor is otherwise required by law to provide such coverage.

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9.6.2 Other Insurance Provisions

9.6.2.1 Commercial General Liability and Automobile Liability Coverage's

- The City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City of Tallahassee, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- The Contractor's insurance coverage shall be primary insurance as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.6.2.2 Workers' Compensation and Employers' Liability and Property Coverage's

The insurer shall agree to waive all rights of subrogation against the City of Tallahassee, member of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of services under this Agreement.

9.6.2.3 All Coverage's

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.
- If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of contract.

- The City, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.
- Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.
- City named as "additional insured" as its interest may appear.

9.6.2.4 Deductibles and Self-Insured Retention's

Any deductibles or self-insured retention's must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

9.6.2.5 Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by A.M. Best's rating service.

9.6.2.6 Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

9.6.2.7 Subcontractors

Contractor shall include each of its subcontractors as insured's under the policies of insurance required herein.

SECTION 10.0 ACCESS TO MEETINGS

Persons with disabilities requiring reasonable accommodations to attend meetings, please call Billie Mack, PROCUREMENT SERVICES DIVISION, PHONE: (850) 891-8665 or through FRS TDD at 771 at least forty-eight (48) hours in advance (excluding weekends and holidays). Public notice of all Selection Committee meetings will be posted in the Procurement Services Division, City Hall, 300 S. Adams Street, Tallahassee, Florida as far in advance of the meeting as possible.

SECTION 11.0 CONFIDENTIALITY

- 11.1 By submitting a proposal in response to this solicitation, a respondent acknowledges that City is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The respondent further acknowledges that any materials or documents provided to City may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a respondent provide City with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the respondent shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The respondent shall submit to City both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a respondent fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.
- 11.2 Should any person request to examine or copy any material so designated, and provided the affected respondent has otherwise fully complied with this provision, City, in reliance on the representations of the respondent, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, City shall notify the respondent of that request, and the respondent shall reply to such notification, in a writing that must be received by City no later than 4:00 p.m., ET, of the second City business day following respondent's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the respondent refuses to permit disclosure or copying, the respondent agrees to, and shall, hold harmless and indemnify City for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by City, or assessed or awarded against City, in regard to City's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the respondent is not initially named as a party, the respondent shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a respondent in response to the RFP and shall constitute City's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the City.

SECTION 12.0 GRIEVANCE PROCEDURE

- 12.1 **Right to Protest.** Any prospective proposer, or respondent may protest the provisions of a Request for Bids (IFB) or Request for Proposals (RFP).

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i Protest of Specifications or Proceedings Prior to Bid Opening

Any actual or prospective proposer, or contractor, who is aggrieved in connection with the solicitation of a contract or bid, may protest on the grounds or irregularities in specifications or bid procedure.

ii Protest of Recommended Award

Any actual proposer or respondent, who is aggrieved in connection with the evaluation of bids, the evaluation of proposals, or the staff recommendation regarding award of a contract, provided that such proposer or respondent would have been awarded the contract but for the aggrieved action, may protest such evaluation or award recommendation.

12.2 **Filing a Protest.** A written protest shall be considered filed, for purposes of this procedure when all related items are actually delivered to and received by the Procurement Services Division. All protest shall be directed to the attention of the Manager for Procurement Services.

i For protest related to the specifications or proceeding of an IFB or RFP, a formal written protest must be filed no later than 72 hours (excluding weekends and holidays) prior to the scheduled bid opening date. Failure to timely file the written protest including the required protest bond/cashier's check, shall constitute a waiver of such protest.

ii For protest related to the evaluation of bids, evaluation of proposals, or staff recommendation regarding award of a contract, a written notice of intent to protest must be filed with Procurement Services within 72 hours (excludes weekends and holidays) after posting of the intended recommendation regarding award, and a written protest, must be filed with the Procurement Services Division no later than 5:00 p.m., ET, on the seventh (7th) calendar day following the date on which the written notice of intent to protest was filed. A weekend commences at 12:00 a.m., ET, on Saturday and ends at the same time on the following Monday. A holiday begins at 12:00 a.m., ET, on the observed holiday and ends at the same time on the following day. Such written protest shall state, with particularity the facts and grounds upon which the protest is based, and shall include references to applicable laws, statutes, ordinances, policies, or other authority on which the protest is based. Failure to timely file either the notice of intent or the written protest including the protest bond/cashier's check, shall constitute a waiver of such protest.

12.3 **Protest Bond:** Any person who files a formal written protest, shall post with the Procurement Services Division, at the time of filing the formal written protest, a cashier's check or bond payable to the City of Tallahassee in an amount equal to 1 percent of the City's estimate of the total volume of the contract or \$5,000, whichever is less. If the decision of the Protest Committee upholds the action taken by the City, then the City shall retain the amount in payment of a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest.

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If the decision of the Protest Committee does not uphold the action taken by the City, then the City shall return that amount, without deduction, to the person or entity filing the protest

- 12.3 **Stay of Procurement During Bid Protest:** In the event protest is filed in accordance with the bid protest procedures herein, Procurement Services shall not proceed further with the solicitation or award of the contract until the Protest Committee has rendered a written decision regarding the protest or until the City Manager or designee makes a written determination that continuation of the process and award of a contract without delay is necessary to protect the substantial interest of the City.
- 12.5 **Additional Information:** For additional information concerning protest procedures, vendors may request a copy of the City's Purchasing Policy & Procedures manual Section 12.0.

Section 13.0 ECONOMIC PRICE ADJUSTMENT

- A. The Unit Price Rates reflected in the contract executed with the successful vendor shall be adjusted upward or downward annually based on percentage increases or decreases in the following index:
- B. Producer Price Index, All items (unadjusted)
- C. The annual adjustment to unit prices shall become effective each year on the anniversary of the first day of the month following that in which the contract is dated. The annual increase or decrease in the stated index shall be measured for the twelve month period ending on the anniversary of the last day of the third month preceding that in which the contract is dated.

**ATTACHMENT A
REPRESENTATIONS/CERTIFICATIONS**

TAXPAYER IDENTIFICATION

(a) Definitions.

"Parent Company," means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the proposer is a member.

"Corporate status," means a designation as to whether the vendor is a corporate entity, a sole proprietorship, a partnership, or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," means the number required by the Internal Revenue Service (IRS) to be used by the vendor in reporting income tax and other returns.

- (b) All vendors are required to submit the information required in paragraphs (c) through (e) in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS).

(c) Taxpayer Identification Number (TIN).

TIN: _____

☐ TIN has been applied for. ☐ TIN is not required because:

☐ Vendor is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Vendor is an agency or instrumentality of a foreign government;

☐ Vendor is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis _____

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship

☐ Partnership

(e) Parent Company.

Vendor is ☐ / is not ☐ owned or controlled by a common parent as defined in paragraph (a). If owned by a parent company, complete the following:

Name and TIN of parent company:

Name _____ TIN _____

(f) Fictitious Name of Vendor [Doing Business As (d.b.a.)].

LEGAL NAME AND ADDRESS OF COMPANY (VENDOR) (Type/Print)

COMPANY NAME: _____
MAIL ADDRESS: _____

(City) (State) (Zip Code+4)
TELEPHONE NO: VOICE: () _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: () _____; FAX: () _____
EMAIL ADDRESS: _____

CONTACT FOR CONTRACT MANAGEMENT (Type/Print)

NAME: _____
MAIL ADDRESS: _____

(City) (State) (Zip Code+4)
TELEPHONE NO: VOICE: () _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: () _____; FAX: () _____
EMAIL ADDRESS: _____

CONTACT FOR INVOICE INQUIRIES

NAME: _____
MAIL ADDRESS: _____

(City) (State) (Zip Code+4)
TELEPHONE NO: VOICE: () _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: () _____; FAX: () _____
EMAIL ADDRESS: _____

PAYMENT REMITTANCE ADDRESS (if different from Company Address)

NAME: _____
MAIL ADDRESS: _____

(City) (State) (Zip Code+4)
TELEPHONE NO: VOICE: () _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: () _____; FAX: () _____
EMAIL ADDRESS: _____