

A M E N D E D
FRUITLAND PARK CITY
COMMISSION REGULAR MEETING
AGENDA OCTOBER 22, 2026, at 6:00

p.m.

City Hall Commission Chambers
506 W. Berckman Street
Fruitland Park, Florida 34731

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation – **Allen Tillman, New Salem MB Church**

Pledge of Allegiance – **Police Chief Henry Rains**

2. ROLL CALL

3. CONSENT AGENDA

Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a commissioner, staff member or member of the public wish to discuss any item, the procedure is as follows:
(1) Pull the items from the Consent Agenda; (2) Vote on remaining items; and
(3) Discuss each pulled item separately and vote.

(a) Approval of City Commission Meeting Minutes (city clerk)

Regular Meeting Minutes dated October 8, 2026

(b) Resolution 2026-055, Wright-Pierce Agreement for Conflict Engineering Services (city attorney/city manager/interim community development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING CONTINUING SERVICES AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK AND WRIGHT-PIERCE, INC. FOR ENGINEERING AND SURVEYING SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

- (c) **Resolution 2026-056, Purchase of four Vehicles for the Police Department utilizing Bid Pricing Pursuant to a Contract held by the Florida Sheriff's Association, Hillsborough County Sheriff's Office and the Bradford County Sheriff's Office** (city manager/city attorney/police chief)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE PURCHASE OF FOUR VEHICLES FOR THE POLICE DEPARTMENT UTILIZING BID PRICING PURSUANT TO A CONTRACT HELD BY THE FLORIDA SHERIFF'S ASSOCIATION, INCLUDING THE PURCHASE OF FOUR FORD POLICE INTERCEPTORS FROM BOZARD GOVERNMENT FLEET; APPROVING THE FOUR VEHICLES TO BE OUTFITTED WITH DANA SAFETY POLICE PACKAGES PURSUANT TO A CONTRACT HELD BY BRADFORD COUNTY SHERIFF'S OFFICE; AUTHORIZING THE CITY MANAGER TO EXPEND THE FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

4. REGULAR AGENDA

5. PUBLIC HEARING

END OF PUBLIC HEARING

6. (a) City Manager

- i. Funding Strategy for Wastewater Treatment Plant Discussion with Halff Engineering**

(b) City Attorney

7. UNFINISHED BUSINESS

8. PUBLIC COMMENTS

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Action may not be taken by the City Commission at this meeting; however, questions may be answered by staff or issues may be referred for appropriate staff action.

Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the City Commission. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the

City Commission addresses such items during this meeting. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

9. COMMISSIONER COMMENTS

- (a) Vice Mayor DeGrave**
- (b) Commissioner Williams**
- (d) Commissioner Raysin**
- (e) Commissioner Goldberg**

10. MAYOR'S COMMENTS

11. ADJOURNMENT

DATES TO REMEMBER

Mondays, Wednesdays & Fridays

**Indoor Aerobics Classes at the
Gardenia Center 9:15 a.m.**

Saturday, October 24th

**Blues, Brews & Bites
Gardenia Center 6:30 – 9:30
p.m.**

Saturday, October 31st

Halloween at Shiloh

Thursday, November 12th

City Commission Meeting

For additional events, please visit [Calendar | City of Fruitland Park Florida](#).

Please note that in addition to the city commission meetings, more than one city commissioner may be present at the above-mentioned events.

Any person requiring special accommodation at this meeting because of disability or physical impairment should contact the City Clerk's Office at City Hall (352) 360-6727 at least forty-eight (48) hours prior to the meeting. (§286.26 F.S.)

If a person decides to appeal any decision made by the City of Fruitland Park with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The city does not provide verbatim records. (§286.0105, F.S.)

**PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE
MODE.**

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 3a-c

ITEM TITLE: **CONSENT AGENDA**

MEETING DATE: October 22, 2026

DATE SUBMITTED: October 16, 2026

SUBMITTED BY: Gwen Johns, City Clerk

BRIEF NARRATIVE: **Consent Agenda Items for Approval**

(a) Approval of City Commission Meeting Minutes dated October 8, 2026

(b) Resolution 2026-055, Approval of Continuing Services Agreement for Conflict Engineering Services with Wright-Pierce, LLC.

(c) Resolution 2026-056, Purchase of four Vehicles for the Police Department

FUNDS REQUIRED: **Funds are included in the FY 2026-27 budget**

ATTACHMENTS: **City Commission Meeting Minutes dated October 8, 2026; Resolution and supporting documentation for continuing services with Wright-Pierce, LLC; and Resolution and supporting documentation for the purchase of four vehicles by the Police Department.**

RECOMMENDATION: **Approval of the Consent Agenda**

ACTION: **Approval of the Consent Agenda**

**FRUITLAND PARK CITY COMMISSION REGULAR
MEETING MINUTES
OCTOBER 8, 2026**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida on Thursday, October 8, 2026, at 6:00 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor Patrick DeGrave, Commissioners Martina Williams, Al Goldberg, and Michael Raysin

Also Present: City Manager Karen Manila, City Attorney Anita Geraci-Carver, Police Lt. Courtney Corman, Police Officer Brad Heidt, Finance Director Kim Gehrke; Interim Community Development Director Michael Rankin, Community Services Director Barbara Fields, Public Works Director Robb Dicus, and City Clerk Gwen Johns.

Total Attendance: 39

1. CALL TO ORDER, INVOCATION, AND PLEDGE OF ALLEGIANCE

After Mayor Cheshire called the meeting to order, an Invocation was given by Pastors Gavin Frost and Daniel McLean, Heritage Community Church.

Vice Mayor DeGrave led the Pledge of Allegiance to the flag.

2. ROLL CALL

After the Invocation and Pledge of Allegiance, Mayor Cheshire announced decorum for the meeting. He then requested that Ms. Johns call roll where a quorum was declared present.

**3. RECESSED TO THE COMMUNITY REDEVELOPMENT AGENCY MEETING
AT APPROXIMATELY 6:02 PM.**

4. CONSENT AGENDA

(a) Approval of Minutes.

September 21, 2026

Special City Commission Meeting

September 24, 2026

Regular City Commission Meeting

A motion was made by Vice Mayor DeGrave and seconded by Commissioner Williams to approve the Consent Agenda, as presented.

Mayor Cheshire called for a vote on the motion and declared it carried unanimously, 5-0.

5. REGULAR AGENDA

6. PUBLIC HEARING

- (a) Second and Final Reading of Ordinance 2026-011, Annexation of Approximately 25.41± Acres of Property Generally Located East of US Hwy 27/441 and South of S Grays Airport Road. Petitioner: Fruitland Park Development V, LLC on behalf of the owners, Richard D. Gunter and Agnes S. Berry, Trustee – Kensington Gardens**

Ms. Geraci-Carver read Ordinance 2026-011 by title only.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 25 ± ACRES OF LAND GENERALLY LOCATED SOUTH OF GRAY'S AIRPORT ROAD AND EAST OF US HIGHWAY 27/441; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Vice Mayor DeGrave to approve Ordinance 2026-011, as presented. The motion failed due to lack of a second.

A motion was made by Commissioner Raysin and seconded by Commissioner Williams to DENY the final reading of Ordinance 2026-011.

Mayor Cheshire called for public comments.

James P. Logan, owner of property adjacent to the proposed annexation, expressed support for the project. He stated that, as a nearby resident, he would be directly impacted by the development and expressed confidence in the developer. He requested that the City Commission reconsider its decision to deny the annexation.

Richard Wohlfarth, Developer, provided a presentation outlining the proposed annexation, noting that one parcel is a complete enclave and another is a partial enclave. He clarified that the Commission's consideration was limited to annexation of the parcel entirely surrounded by City limits. He discussed his collaboration with Mr. Logan and the City in securing property for a future water treatment plant and addressed existing water consumption and capacity. He indicated that land use and zoning matters would be presented for consideration at a future meeting. Mr. Wohlfarth noted that his team would be willing to meet with Lake County to support signalization at South Grays Airport Road and US 441. He requested reconsideration to table the item to the December meeting.

Mayor Cheshire expressed surprise that the annexation was placed on the agenda prior to the November 3 election, given the Commission's previously expressed concerns regarding Amendment 3.

Commissioner Raysin expressed concern about the traffic issues that would be created by the proposed development. Mr. Wohlfarth commented that if the item were tabled, he would return to the commission with a proposed solution for the flow traffic. He acknowledged the issue with trying to get out onto US 441 from S Grays Airport Road. Mr. Raysin asked if there was any alternate access points. Mr. Wohlfarth said there may be an opportunity to use Register Road, and the developer would be amenable to making that connection immediately.

Carl Yauk, 1123 Ritter Road, expressed opposition to the annexation and objected to tabling the ordinance.

Mitchell Langley, 101 S. Valley Road, opposed the annexation, discussed ordinance adoption procedures, and referenced a recent annexation lawsuit involving the Town of Lady Lake.

Mayor Cheshire asked City Attorney Geraci-Carver to explain the ordinance adoption process under Florida Statutes. Ms. Geraci-Carver stated that she was unaware of any statutory requirements inconsistent with the City's established procedures. She explained that the City traditionally conducts a first reading, allowing public comment and an initial vote, followed by the statutorily required public hearing, at which time the Commission takes final action. She noted that she was not familiar with the previously cited lawsuit pertaining to the Town of Lady Lake.

Sarah McCallum, 2125 Miller Blvd., questioned the distinction between the first reading and a public hearing, noting that signage identified the previous meeting as a public hearing. She expressed understanding for the developer but stated that his existing development rights were not being affected. She spoke in opposition to the annexation.

Jay McCallum, 101 S Dixie Ave., spoke about growth, inventory and demand. He was opposed to the annexation.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 4-1. Vice Mayor DeGrave dissented.

(b) Second and Final Reading of Ordinance 2026-014, Amendment to Exhibit B Incorporating a Fuel Adjustment Rate – Waste Management Inc.

Ms. Geraci-Carver read Ordinance 2026-014 by title only.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING RATES FOR THE PROVISION OF WASTE MANAGEMENT SERVICES TO THE RESIDENTS OF THE CITY OF FRUITLAND PARK; APPROVING AN AMENDMENT TO THE AGREEMENT

BETWEEN THE CITY OF FRUITLAND PARK AND WASTE MANAGEMENT SERVICES TO INCORPORATE AND REPLACE EXHIBIT B; PROVIDING FOR CONFLICTS AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

Jose Bascom, Waste Management, answered the question of why a diesel fuel index increase was contractual. He said the diesel fuel index does have an impact on the cost of providing a service to the City. He asked that in lieu of the fuel index increase, Waste Management be given the opportunity to meet individually with the City Commission to discuss contract extension.

Vice Mayor DeGrave clarified that the City's contract with Waste Management includes a fuel adjustment clause.

Commissioner Williams emphasized the importance of honoring the contract.

Chuck Padgett, Trinity Assembly of God Church, expressed concern regarding the monetary impact of increased Waste Management fees on elderly church members and urged the City Commission and Waste Management to reconsider the proposed increase.

Mitchell Langley, 101 S. Valley Road, urged the City Commission to consider the offer to waive the fees in exchange for an opportunity to negotiate a contract extension with Waste Management in good faith.

Carl Yauk, 1123 Ritter Road, questioned whether the contract specifies compressed natural gas or diesel fuel and supported the Commission's consideration of Mr. Bascom's offer.

Mayor Cheshire asked Anita for direction since the contractual provision has been waived. She advised that the City Commission could table the ordinance indefinitely.

A motion was made by Vice Mayor DeGrave and seconded by Commissioner Goldberg to TABLE Ordinance 2026-014, as presented.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 5-0.

(c) Second and Final Reading of Ordinance 2026-015, Approval of a 3% Increase in Water Usage Rates.

Ms. Geraci-Carver read Ordinance 2026-015 by title only.

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA AMENDING SECTION A-27 IN APPENDIX A OF THE FRUITLAND PARK CODE OF ORDINANCES TO ADJUST THE WATER UTILITY RATES BASED ON JULY 2026 CONSUMER PRICE INDEX; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING

ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Commissioner Williams and seconded by Vice Mayor DeGrave to approve the final reading of Ordinance 2026-015, as presented.

Chuck Padgett asked the City Commission to consider delaying approval of this ordinance.

Mitchell Langley, 101 S Valley Road, supported Mr. Padgett's suggestion to delay approval of the ordinance. He suggested tabling the ordinance until January.

Vice Mayor DeGrave stated that the utilities operate as enterprise funds, which has nothing to do with Amendment three. In addition, it was only a few years ago when the city had a significant deficit. He further commented that utilities have fixed costs regardless of use.

Heather Delaporte, 737 Sugarfoot Lane, opposed the ordinance.

Carl Yauk, 1123 Ritter Road, referenced a previously funded wastewater treatment plant project that was unsuccessful and expressed his concerns regarding the proposed increase.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 5-0.

(d) Second and Final Reading of Ordinance 2026-016, Approval of a 3% Increase in Wastewater Usage Rates.

Ms. Geraci-Carver read Ordinance 2026-016 by title only.

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING A-6 IN APPENDIX A OF THE FRUITLAND PARK CODE OF ORDINANCES TO ADJUST THE WASTEWATER UTILITY RATES BASED ON JULY 2026 CONSUMER PRICE INDEX; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Vice Mayor DeGrave and seconded by Commissioner Raysin to approve the final reading of Ordinance 2026-016, as presented.

Mitchell Langley, 101 S Valley Road, spoke in opposition to approving the ordinance at this time.

Mayor Cheshire asked that monthly financial reports be provided to the City Commission. He also asked Ms. Manila about the audit, and she stated the auditors had recently asked for additional documents, but they are working to finalize the audit.

Rick Carlins, 5144 Albert Road, commented about the ordinance and the hardship an increase would create for some residents.

Carl Yauk, 1123 Ritter Road, questioned fund balances.

Heather Delaporte, 737 Sugarfoot Lane, addressed the commission.

Kay Cunningham, 500 Mary Sue, questioned whether the 3% utility rate increase was related to the agreement with Lady Lake and whether future increases were anticipated. Mayor Cheshire explained that the increase was based on the Consumer Price Index and noted the City's plans for a future wastewater treatment plant.

Mayor Cheshire inquired about utility assistance funds. Ms. Manila stated that approximately \$6,000 was available to assist City residents with utility bills.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 5-0.

(e) Second and Final Reading of Ordinance 2026-018, Approval of Drinking Water State Revolving Fund Loan Agreement DW350830.

Ms. Geraci-Carver read Ordinance 2026-018 by title only.

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; APPROVING THE DRINKING WATER STATE REVOLVING FUND PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT FOR PROJECT DW350830 IN THE FUNDING AMOUNT OF \$347,004 WITH ESTIMATED PRINCIPAL FORGIVENESS OF \$173,502, ZERO PERCENT PER ANNUM INTEREST RATE ON THE UNPAID PRINCIPAL LOAN FOR A TERM OF 20 YEARS; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

A motion was made by Vice Mayor DeGrave and seconded by Michael Raysin to approve the final reading of Ordinance 2026-016, as presented.

Carl Yauk, 1123 Ritter Road, asked if a similar agreement would be entered into for wastewater. Ms. Manila responded that the city is trying to get on the project list. The next meeting for SRF funding is in November.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously, 5-0.

END OF PUBLIC HEARINGS

6. **(a) City Manager** – Nothing to report.
- (b) City Attorney** – Nothing to report.

7. **UNFINISHED BUSINESS**

There was no unfinished business.

8. **PUBLIC COMMENTS**

Sarah McCallum, 2125 Miller Road and 101 S Dixie, spoke about the budget.

Carl Yauk, 1123 Ritter Road, asked a question regarding The Enclave at Lake Geneva infrastructure.

Mitchell Langley, 101 S Valley Road, discussed the budget.

Ms. Manila stated that cash balances from investment accounts and auditor-reviewed documents could be provided. However, she noted that significant reconciliation work was necessary and emphasized the importance of auditor-verified balances. Staff anticipates the audit presentation in October.

Chuck Padgett complemented the City staff and stated that he believes city employees show up and do the best job they can for the residents of Fruitland Park. He also stated that he believes the City Commission members are honest and do the best job they can.

Kay Cunningham, 500 Mary Sue, talked about a water leak and asked about available water leak adjustment. Ms. Manila said there is a policy that has recently been rewritten and the \$500 limit has been removed. She recommended that Ms. Cunningham contact the city utility department.

Rae Winn, 500 Mary Sue Street, spoke about the Fruitland Park Skate Park. Mayor Cheshire noted there is money in the upcoming budget to address improvements to the skate park.

Jay McCallum, 101 S Dixie, spoke about storm drains on county roads that are located in the City of Fruitland Park.

9. **COMMISSIONERS' COMMENTS**

- (a) Commissioner Williams** – Nothing to report.
- (b) Commissioner Goldberg** – Nothing to report.
- (c) Commissioner Raysin** – Nothing to report.
- (d) Vice Mayor DeGrave** – Nothing to report.

10. MAYOR'S COMMENTS

Mayor Cheshire announced the following important dates:

Mondays, Wednesdays & Fridays

**Indoor Aerobics Classes at the
Gardenia Center 9:15 a.m.**

Thursday, October 22nd

City Commission Meeting

Saturday, October 24th

**Blues Brews & Bites Gardenia
Center 6:30 – 9:30 p.m.**

Saturday, October 31st

Halloween at Shiloh

11. ADJOURNMENT

The meeting adjourned at 7:39 p.m.

Gwen Johns, MMC, City Clerk

Chris Cheshire, Mayor

RESOLUTION 2026-055

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING CONTINUING SERVICES AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK AND WRIGHT-PIERCE, INC. FOR ENGINEERING AND SURVEYING SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park issued a Request for Qualifications 2022-01 for engineering and surveying services; and

WHEREAS, the City of Fruitland Park and Wright-Pierce, Inc. entered into a Continuing Service Agreement for Professional Engineering and Surveying Services in September of 2022; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the best interest of the City to contract with multiple firms for engineering and surveying services; and

WHEREAS, the parties desire to renew the Agreement for an additional three years; and

WHEREAS, the City desires to enter into a new contract with Wright-Pierce, Inc.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Continuing Services Agreement between the City and Wright-Pierce, Inc. for professional engineering and surveying services, **a copy of which is attached hereto**, is approved.

Section 2. The Commission authorizes the Mayor to execute the Agreement.

Section 3. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this _____ day of _____, 2026, by the City Commission of the City of Fruitland Park, Florida.

SEAL

**CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA**

CHRIS CHESHIRE, MAYOR

ATTEST:

GWEN JOHNS, CITY CLERK

Mayor Cheshire	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vice Mayor DeGrave	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Goldberg	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Raysin	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Williams	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

CONTINUING SERVICES AGREEMENT

This Agreement is made and entered into on this 22nd day of October 2026, by and between the **CITY OF FRUITLAND PARK, FLORIDA**, a municipal corporation (hereinafter referred to as "CITY"), 506 West Berckman St., Fruitland Park, FL 34731, and **WRIGHT-PIERCE, INC., a foreign corporation** (hereinafter referred to as "CONSULTANT"), 601 South Lake Destiny Road, Suite 290, Maitland, FL 32751.

PREMISES

WHEREAS, the CITY wishes to employ CONSULTANT to assist the CITY relating to various engineering projects/assignments upon terms and conditions hereinafter set forth, and CONSULTANT is desirous of obtaining such employment and has represented that they are qualified and competent to perform such services, and,

WHEREAS, this Agreement shall constitute a "continuing contract" as defined under the laws of the State of Florida.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, CITY and CONSULTANT agree as follows:

1. SCOPE OF PROFESSIONAL SERVICES

A. The following services will be provided on an as-needed basis. It is agreed by the CITY and CONSULTANT that the services outlined below will be compensated in accordance with CONSULTANT's fee schedule attached as **Exhibit A**.

- Review development plan submittals received by the City by others, including but not limited to construction plans, site plans, preliminary and final plats, stormwater calculations, boundary and topographical surveys, lot splits, lot line deviations, on-site and off-site water and wastewater utilities plans.
- Design of municipal public works and utility facilities.
- Prepare boundary surveys, sketch of descriptions, and other specific purpose surveys as requested.
- Such other engineering and surveying services as may be needed from time to time
- Maintenance of any maps previously created by CONSULTANT.
- Creation of Engineering level plans.
- General Engineering guidance, as needed.
- Attendance at TRC, and City Commission meetings, as needed.

The CITY and CONSULTANT agree that tasks outlined in paragraph 1.A. above do not require specific work orders or approvals. Such work may be authorized by verbal direction of the City Manager or her/his designee, or through phone, mail or email communication from the City Manager or her/his designee.

CONTINUING SERVICES AGREEMENT

Wright-Pierce, Inc.

B. Upon request by the CITY, CONSULTANT will provide services such as, but not limited to the following:

- Regularly scheduled on-site monitoring of infrastructure construction (roads, utilities, stormwater, etc.).
- Specific and/or detailed engineering guidance including but not limited to Master Planning for Water, Wastewater, Transportation, Recreation, Stormwater.
- Preparation of Project Design Drawings and Contract Documents and Construction Administration related to Capital Improvement Projects for Road, Water, Wastewater, and Stormwater Projects.
- Preparation of hydraulic modeling studies for water and wastewater systems.
- Creation of specific purpose maps and drawings using CAD and GIS technologies.
- Such other Engineering services as may be required and requested by CITY.

C. Upon request for services outlined in paragraph 1.B. above, CONSULTANT shall provide the CITY with a specific PROPOSAL containing a SCOPE of WORK and PROJECT FEE.

D. Upon approval by the CITY, the SCOPE of WORK and PROJECT FEE will be specifically set out and incorporated into a Work Order to be issued under and become a part of this Agreement.

E. CONSULTANT agrees to perform the functions of their office in a timely, competent and professional manner. CONSULTANT shall maintain an adequate and competent staff of professionals and may associate with other qualified firms for the purpose of rendering services hereunder, without additional cost to the CITY.

F. If CONSULTANT employs subconsultants in connection with the performance of its services, CONSULTANT shall coordinate the services and work product of any subconsultants, and remain fully responsible under the terms of this Agreement for professional quality relating to engineering services furnished by CONSULTANT or its subconsultants.

2. AUTHORIZATION FOR SERVICES AND TIME FOR COMPLETION

A. The services outlined in paragraph 1.A. above will be performed on an as-needed basis, and will commence on and be completed by dates as agreed upon by the CITY and CONSULTANT in each instance.

B. Such services as described in paragraph 1.B. above will be rendered by CONSULTANT on a negotiated fee basis and shall be commenced upon receipt of the CITY's written Notice to Proceed and written Work Order to be issued hereunder, and shall be completed within the time specified therein. In the event CONSULTANT is unable to complete the services within the time specified because of delays resulting from untimely review and approval by the CITY, the CITY shall grant a reasonable extension of time for completion of Work upon timely written request for same which shall be given by CONSULTANT to the CITY.

CONTINUING SERVICES AGREEMENT

Wright-Pierce, Inc.

C. In the event there are delays on the part of the CITY or regulatory agencies as to the approval of any work product submitted by CONSULTANT which might delay the project's scheduled completion date, the CITY shall grant to CONSULTANT, in writing, an extension of the Contract time.

3. COMPENSATION AND METHOD OF PAYMENT

A. CONSULTANT shall calculate invoices for work performed under paragraph 1.A. above, and PROJECT FEES proposed under paragraph 1.B. above, on the hourly rates outlined in CONSULTANT's fee schedule attached as Exhibit A.

B. At the end of each month CONSULTANT may submit an invoice for services rendered during that month relating to Work authorized according to paragraph 1.A. above, or as authorized by a Work Order.

C. Upon satisfactory completion of the Work or any Change Orders thereto, and, upon acceptance of the Work by the CITY, CONSULTANT may invoice the full final amount of compensation due to CONSULTANT less amounts already paid by the CITY. All invoices, whether partial or final billing, shall be accompanied by appropriate documentation of work accomplished to date.

D. The CITY agrees that all compensation to CONSULTANT is due and payable by the CITY to CONSULTANT within thirty (30) days of receipt of the monthly invoice.

4. CHANGES IN SCOPE OF WORK

The CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under a particular Work Order or this Agreement. Such changes and method of compensation must be agreed upon in writing by written Change Order to the Work Order or this Agreement prior to any deviation from the terms of the Work Order or the Agreement, including the initiation of any extra Work. Such changes, shall not bind the CITY unless executed with the same formality as the respective Work Order or this Agreement. Written Change Orders shall be in form and content acceptable to the CITY.

5. RESPONSIBILITY OF THE CITY

The CITY shall furnish CONSULTANT upon request, with all existing data, plans, maps, and other planning information available and useful in connection with the services outlined in 1A, or other services that may be assigned by Work Order. Such data, plans, maps, and other planning information shall be returned to the CITY upon the completion of the services to be performed by CONSULTANT.

CONTINUING SERVICES AGREEMENT

Wright-Pierce, Inc.

6. REPRESENTATIVE OF THE CITY AND CONSULTANT

A. It is recognized that questions related to the performance of services pursuant to this Agreement will arise. The CITY hereby designates the representative identified under “NOTICES” as the employee to whom all communications pertaining to the day-to-day performance of this Agreement shall be addressed. The designated representative shall have the authority, as the CITY’s coordinator for this Agreement, to transmit instructions, receive information, and interpret and define the CITY’s policy and decisions pertinent to the work covered by this Agreement.

B. CONSULTANT shall, at all times during the normal work week, designate or appoint one representative who is authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of work pursuant to this Agreement and shall keep the CITY continually advised of such designation in writing.

For purposes of this Agreement, the designated CONSULTANT representative is:

Ryan Wingard, PE
Senior Vice President
Wright-Pierce, Inc.
75 Washington Avenue, Suite 202
Portland, ME 04101

7. TERM OF THE AGREEMENT

The initial term of this Agreement shall be for three (3) years from the date first written above. Prior to the expiration of the initial term, the CITY and CONSULTANT may elect to renew the contract for an additional mutually agreeable term. Any such additional term(s) are subject to mutually agreed upon changes (if any) to this Agreement and CONSULTANT’S fee schedule. CONSULTANT shall perform all services authorized during any renewal period in accordance with the terms and conditions herein or as changed and mutually agreed upon.

8. TERMINATION

A. Either the CITY or CONSULTANT may terminate this Agreement by giving sixty (60) days advance notice in writing to the other.

B. In the event of termination of this Agreement by either party, CONSULTANT agrees to deliver all work to the CITY, whether completed or in progress, that is not yet in the CITY’s possession.

C. Both the CITY and CONSULTANT shall have the right to terminate the Agreement for failure of the other party to fulfill its Agreement obligations and shall have all other rights and remedies otherwise available to the CITY and CONSULTANT under law.

CONTINUING SERVICES AGREEMENT

Wright-Pierce, Inc.

9. INDEMNIFICATION OF CITY

To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless, and defend the CITY, its agents, servants, and employees, from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Agreement, provided that same is caused by the error, omission, negligent act, or misconduct of CONSULTANT, its agents, servants, employees, or subconsultants. In accordance with Florida Statutes, Section 725.06, adequate consideration has been provided to CONSULTANT for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes. In claims against any person or entity indemnified under this section by an employee of CONSULTANT or their agents or subconsultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for CONSULTANT or its agents or subconsultants, under Worker's Compensation acts, disability benefit acts, or other employee benefit acts.

10. INSURANCE:

A. CONSULTANT shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation insurance, Employer's Liability insurance, Comprehensive General Liability insurance with a \$2,000,000 combined single limit for each occurrence, and Professional Liability insurances in an amount no less than \$1,000,000 as will assure to the CITY, the protection contained in the foregoing Indemnification undertaken by CONSULTANT.

B. Such policy or policies shall be issued by companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Florida.

C. Failure to obtain and maintain such insurance as set out above shall be considered a breach of contract and may result in termination of this Agreement for default.

D. The insurance coverage enumerated above constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the CONSULTANT under the terms of this Agreement. CONSULTANT may procure and maintain at its own expense any additional insurance that in its judgment may be necessary.

11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original maps, and all other data, prepared or obtained by CONSULTANT in connection with its services hereunder shall become the property of the CITY. The CONSULTANT shall not be liable for

CONTINUING SERVICES AGREEMENT

Wright-Pierce, Inc.

any use by the CITY of said documents or data if modified in any manner or if used for any other than the original purpose without prior written approval of CONSULTANT.

12. REUSE OF DOCUMENTS:

A. Wherever and whenever applicable, all data and other documents including maps furnished by CONSULTANT pursuant to this Agreement may be reused by the CITY for future projects.

B. CITY shall have the right to reuse the data, documents and maps and contract with other parties, not CONSULTANT. In such event, CONSULTANT shall not be held professionally responsible for any such reuse.

C. If the CITY elects to reuse the documents and engage the professional services of CONSULTANT for future work, CONSULTANT agrees to perform said services for a mutually agreed upon fee to be negotiated under such Change Order for additional Work. If any modifications are required to adapt the documents, compensation for such work shall be negotiated.

13. NOTICES

All notices or other communications required hereunder shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to CITY:

Karen Manila, City Manager
City of Fruitland Park
506 W. Berckman St.
Fruitland Park, FL 34731

If to CONSULTANT:

Ryan Wingard, P.E.
Senior Vice President
Wright-Pierce, Inc.
75 Washington Ave., Suite 202
Portland, ME 04101

14. EQUAL OPPORTUNITY EMPLOYMENT:

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for Work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or their forms

CONTINUING SERVICES AGREEMENT

Wright-Pierce, Inc.

of compensation; and selection for training, including apprenticeship.

15. NO CONTINGENT FEES:

CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount for such fee, commission, percentage, gift or consideration.

16. APPLICABLE LAW.

This Agreement will be construed and interpreted according to the laws of the State of Florida. Venue for a proceeding in connection with this agreement will be the Fifth Judicial Circuit of Florida, in Lake County, Florida.

17. ASSIGNMENT:

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

18. INDULGENCE NOT WAIVER:

The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any provision of this Agreement either at the time the breach or failure occurs or at any time throughout the term of this Agreement.

19. INDEPENDENT CONSULTANT:

It is hereby mutually agreed that CONSULTANT is and shall remain an independent Consultant and not an employee of the CITY.

20. NO THIRD-PARTY BENEFICIARIES:

This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and no other party shall have the right to enforce any provision of this Agreement or to rely upon the provisions of this Agreement.

CONTINUING SERVICES AGREEMENT

Wright-Pierce, Inc.

21. CONVICTED VENDOR LIST:

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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Consultant, supplier, subConsultant, 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 following the date of being placed on the convicted vendor list.

22. PUBLIC RECORDS:

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the CITY shall be the property of the CITY and will be turned over to the CITY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the CITY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-360-6790, gjohns@fruitlandpark.org, 506 West Berckman Street, Fruitland Park, FL 34731.

23. E-VERIFY REQUIREMENTS

Effective January 1, 2021, public and private employers, Consultants and subconsultants must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Consultant to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub vendors/subconsultants/subconsultants) assigned by Consultant to perform work pursuant to the contract with the City. The Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Fruitland Park.

By entering into this Agreement, the Consultant becomes obligated to comply with the provisions of Section 448.095 Florida Statutes, "Employee Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work

CONTINUING SERVICES AGREEMENT

Wright-Pierce, Inc.

authorization status of all newly hired employees, and requiring all subconsultants to provide an affidavit to Consultant attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. Consultant agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended, and Consultant may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Consultant will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this Section.

24. SCRUTINIZED COMPANIES PURSUANT TO SECTIONS 287.135 AND 215.473, FLORIDA STATUTES

Consultant hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Terrorism Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Consultant has falsely certified facts under this paragraph or if Consultant is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended.

25. HUMAN TRAFFICKING

Pursuant to Section 787.06(14), Florida Statutes, Consultant must execute an affidavit under penalty of perjury attesting that the Consultant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

26. DEI INITIATIVES

Pursuant to Section 287.139 Florida Statutes, Consultant must certify by execution of an affidavit under penalty of perjury attesting that the Consultant does not and will not use City funds in requiring its employees, Consultants, volunteers, vendors or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Section 166.04971(1), Florida Statutes.

IN WITNESS WHEREOF, the parties have hereto caused the execution of this document, the year and date first written above.

CITY OF FRUITLAND PARK, FLORIDA

Chris Cheshire, Mayor

CONTINUING SERVICES AGREEMENT
Wright-Pierce, Inc.

Attest:

Gwen Johns, City Clerk

Date: _____

WRIGHT-PIERCE, INC.

Paul Birkel, President & CEO

Attest:

Ryan Wingard, P.E., Principal-in Charge
Senior Vice President

Date: _____

CONTINUING SERVICES AGREEMENT
Wright-Pierce, Inc.

EXHIBIT A

CONSULTANT'S FEE SCHEDULE

EXHIBIT A CONSULTANT'S FEE SCHEDULE

The following is our information regarding billing rates for projects resulting from this contract with the City of Fruitland Park. These rates will be used through October 31, 2029, unless the contract is otherwise amended.

Labor Categories	Billing Rate
Principal in Charge	\$330.00
Client Service Manager	\$295.00
Senior Project Manager	\$290.00
Project Manager	\$220.00
QA/QC Manager/Senior Reviewer	\$285.00
Lead Project Engineer/Architect	\$235.00
Senior Engineer/Architect	\$290.00
Project Engineer/Architect	\$170.00
Engineer/Architect (Non-registered)	\$140.00
CADD Designer	\$140.00
Senior GIS Analyst	\$180.00
GIS Analyst	\$120.00
Specialty Inspector	\$240.00
Senior Resident Project Representative	\$245.00
Resident Project Representative	\$185.00
Senior Grants Coordinator	\$270.00
Grants Coordinator	\$160.00
Senior Administrative Assistant	\$155.00
Administrative Assistant	\$115.00

Non-Labor Billing Rates

Description/Equipment	Job Cost Rate Per Unit
CADD Bond	\$0.15/sq. ft.
Drone	\$500/hr
Field Supplies	At Cost
GIS/KEY Software	\$70/hr
GPS	\$150/day
Lodging	1.1 x Cost
Meals and Tips	At Cost
Mileage	IRS Rate
Misc. Fees	At Cost
Misc. Field Supplies	At Cost
Misc. Office Supplies	At Cost
Photocopies	\$0.10/copy
Postage	At Cost
Printing/Reproduction Cost	At Cost
Rental Vehicles	At Cost
Subconsultants	1.15 x Cost

AFFIDAVIT OF COMPLIANCE – CITY OF FRUITLAND PARK
Diversity, Equity, and Inclusion in Contracting
Pursuant to Section 287.139, Florida Statutes

STATE OF FLORIDA
COUNTY OF LAKE COUNTY

BEFORE ME, the undersigned authority, personally appeared _____, who, after being first duly sworn, deposes and states under penalty of perjury as follows:

1. I am over the age of 18 and have personal knowledge of the matters set forth herein.
2. I am authorized to make this Affidavit on behalf of the Contractor and am familiar with the Consultant's business practices and policies.
3. The Contractor is entering into or renewing a contract or grant with the City of Fruitland Park for professional engineering services.
4. Pursuant to Section 166.04971, Florida Statutes, I hereby certify under penalty of perjury that the Contractor does not and will not use City funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion.
5. "Diversity, equity, and inclusion" as used herein and defined in Section 166.04971(1), Florida Statutes, means any effort to manipulate or otherwise influence the composition of employees with reference to race, color, sex, ethnicity, gender identity, or sexual orientation other than to ensure that hiring is conducted in accordance with state and federal antidiscrimination laws, or to promote or provide preferential treatment or special benefits to a person or group based on these traits, or to promote or adopt training, programming, or activities designed or implemented with reference to race, color, sex, ethnicity, gender identity, or sexual orientation.
6. This Affidavit is made to satisfy the certification requirements for public funds pursuant to Florida Senate Bill 1134 (2026).

Wright-Pierce, Inc.,

(Signature)

As Its: _____

AFFIDAVIT OF COMPLIANCE – CITY OF FRUITLAND PARK
Diversity, Equity, and Inclusion in Contracting
Pursuant to Section 287.139, Florida Statutes
Page 2 of 2

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____, as _____ of Wright-Pierce, Inc., a foreign corporation authorized to do business in Florida on behalf of the corporation who ☐ is personally known or ☐ has produced a driver's license as identification.

Notary Public

SEAL

HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I currently serve as _____ (Role) of _____ (Company).
3. _____ (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.
4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I, _____, declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Company Name

Authorized Signatory

Printed Name

Title

Date

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 3c

ITEM TITLE: Resolution 2026-056 Purchase of 4 Vehicles for the Police Department Utilizing Bid Pricing Pursuant to a Contract held by the Florida Sheriff's Association, Hillsborough County Sheriff's Office and the Bradford County Sheriff's Office.

MEETING DATE: October 22, 2026

DATE SUBMITTED: October 6, 2026

SUBMITTED BY: city manager/city attorney/ chief of police

BRIEF NARRATIVE: The Fruitland Park Police Department is requesting authorization to purchase **four (4) Ford Police Interceptors** at a total cost of **\$176,640.00**. Following the purchase, the vehicles will be upfitted by **Dana Safety Supply** with the necessary emergency lighting and other law enforcement equipment and accessories at an estimated cost of **\$62,631.00**. The combined estimated cost for the purchase and upfitting of the four vehicles is **\$239,271.00**. The approved budget for this project is **\$255,380.00**, placing the current estimated project cost **\$16,109.00 under budget**. It should be noted that the current estimate does not include the installation of police radios in each vehicle and there may be additional unforeseen expenses associated with placing the vehicles into full patrol service. The remaining budgeted funds will provide flexibility to address radio installation and other necessary costs associated with completing the vehicles.

FUNDS REQUIRED: \$239,271.00

ATTACHMENTS: Resolution 2026-056, Bid Pricing Contracts, Quotes and Build Sheets

RECOMMENDATION: Approve Resolution 2026-056

ACTION: Adopt Resolution 2026-056

RESOLUTION 2026-056

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE PURCHASE OF FOUR VEHICLES FOR THE POLICE DEPARTMENT UTILIZING BID PRICING PURSUANT TO A CONTRACT HELD BY THE FLORIDA SHERIFF'S ASSOCIATION, INCLUDING THE PURCHASE OF FOUR FORD POLICE INTERCEPTORS FROM BOZARD GOVERNMENT FLEET; APPROVING THE FOUR VEHICLES TO BE OUTFITTED WITH DANA SAFETY POLICE PACKAGES PURSUANT TO A CONTRACT HELD BY BRADFORD COUNTY SHERIFF'S OFFICE; AUTHORIZING THE CITY MANAGER TO EXPEND THE FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park desires to purchase four vehicles for the Police Department and budgeted funds for such purpose; and

WHEREAS, the City Commission finds acquisition of four new outfitted police vehicles serves a valid public purpose and desires to authorize funds for such purpose; and

WHEREAS, the City proposes to purchase vehicles from Bozard Ford using the open contract FSA25-VEH33.0 held by the Florida Sheriff's Association through its procurement policy which remains valid through September 30, 2027; and

WHEREAS, the City proposes to outfit the vehicles with Dana Safety Police Packages using the open contract BCSO2019-01 held by Bradford County through its procurement policy which remains valid through July 14, 2029;

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the best interest of the City to accept the bid pricing pursuant to a contract held by the Florida Sheriff's Association for the purchase of four police vehicles and accept the bid pricing pursuant to a contract held by Bradford County for Dana Safety Police Packages, collectively in the estimated amount of \$239,271.00, but authorizing the city manager to expend up to the budgeted amount.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The quote dated September 23, 2026 from Bozard Ford and Sales Quotes dated October 2, 2026 from Dana Safety Supply, Inc. in the collective, estimated amount of \$239,271.00, **a copy of which is attached hereto**, are approved.

Section 2. The Commission authorizes the City Manager to spend funds in an amount not to exceed \$255,380.00, as budgeted.

Section 3. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this 22nd day of October, 2026, by the City Commission of the City of Fruitland Park, Florida.

SEAL

**CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA**

CHRIS CHESHIRE, MAYOR

ATTEST:

GWEN JOHNS, CITY CLERK

Mayor Cheshire	____	(Yes),	____	(No),	____	(Abstained),	____	(Absent)
Vice Mayor DeGrave	____	(Yes),	____	(No),	____	(Abstained),	____	(Absent)
Commissioner Williams	____	(Yes),	____	(No),	____	(Abstained),	____	(Absent)
Commissioner Goldberg	____	(Yes),	____	(No),	____	(Abstained),	____	(Absent)
Commissioner Raysin	____	(Yes),	____	(No),	____	(Abstained),	____	(Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

FSA Cooperative Purchasing Program



Contract Terms and Conditions **FSA25-VEL33.0: Pursuit, Administrative, and** **Other Vehicles**

Florida Sheriffs Association
Cooperative Purchasing Program
Contract Terms and Conditions

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Florida Sheriffs Association
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Contract Terms and Conditions

1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association (“FSA”). Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested bidders, including Manufacturers and Dealers or authorized representatives (each a “Bidder” and together, “Bidders”), to submit responses in accordance with this solicitation document for Bid FSA25-VEL33.0 Pursuit, Administrative, and Other Vehicles. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with Manufacturers and/or Manufacturers’ authorized Dealers for Contract terms specified under Section 1.03 for the purchase of on a “no trade-in basis.”

1.03 TERM OF CONTRACT

The term for Contract FSA25-VEL33.0 Pursuit, Administrative, and Other Vehicles (“Contract” or “Agreement”) shall remain in effect for two years from date of Contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this Contract begins October 1, 2025, and ends September 30, 2027.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement and the provisions contained herein shall be governed by and interpreted and construed in accordance with the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in 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 sheriffs’ offices from the provisions of the Florida Statutes that would otherwise require sealed and competitive bidding procedures “concerning the purchase and procurement of supplies and equipment, selection of personnel, and the hiring, firing, and setting of salaries of such personnel”.

Florida Sheriffs Association
Cooperative Purchasing Program
Contract Terms and Conditions

The Offices of the Sheriff are not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of a contract must be appropriated by the Florida Legislature, the individual purchaser or the purchaser's appropriating authority for each fiscal year included within the contract period. For such purchasers, their performances and obligations to pay for products or services under any resulting contract or Purchase Order, including this Contract, are contingent upon such an annual appropriation by the Legislature, individual purchaser or by the appropriating authority. Therefore, any contract or Purchase Order, including this Contract, with such a purchaser shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

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

1.08 GENERAL DEFINITIONS

The terms used in this Contract are defined as the following:

- A. Bidder: A business or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with these Terms and Conditions. A bidder, that is not the Manufacturer, must be authorized by the Manufacturer to market and sell an item for which they are bidding.
- B. Bid System: The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- C. Build Sheet: A document from the Bidder that confirms that the item submitted meets or exceeds the FSA Base Specifications. Build Sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.
- D. Dealer: An enterprise authorized by the Manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- E. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.
- F. Factory: Refers to the Manufacturer produced products.
- G. Fleet Advisory Committee ("Committee"): An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of

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bid specifications and evaluation of bid responses. The Committee makes recommendations to the FSA CPP but is not responsible for final awards.

- H. Florida Sheriffs Association Cooperative Purchasing Program ("FSA CPP"): The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).
- I. FSA Base Specifications: Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the Manufacturer's standard item.
- J. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, Dealers and Manufacturers to submit a price offer on a specific product to be provided. This term shall include the FSA Base Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or purchase orders based on oral or written quotations.
- K. Manufacturer: The original producer or provider of items offered on this Contract.
- L. Manufacturer's Suggested Retail Price ("MSRP"): The Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting Contract:
 - a. Manufacturer's Computer Printouts
 - b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
 - c. Manufacturer's Annual U.S. Price Book
 - d. Manufacturer's official website
- M. Non-Scheduled Option: Any optional new or unused component, feature or configuration that is not included or listed in the FSA Base Specifications or options provided by the Vendor.
- N. Production Cutoff: A date used by Manufacturers to notify vendors and Dealers that the Manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle Manufacturers use this term when referring to any given model year for production.
- O. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- P. Purchase Order: An official request for order from a purchaser to an awarded Vendor for an item that has been awarded on this Contract. Purchase Orders placed using this contract formalize the Terms and Conditions of this Contract under which a Vendor furnishes items to a purchaser.
- Q. Purchaser: An entity that seeks to obtain items awarded on this Contract by meeting the eligible user criteria.
- R. Qualifications Packet: This packet containing the required forms, attestations, authorizations, and organizational information needed by Bidders to qualify.
- S. Terms and Conditions: This document, which serves as the governing Invitation to Bid and Contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures,

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and compliance requirements are identified herein. Bidders complete a Qualifications Packet during the bid process indicating they agree to comply with the Terms and Conditions, and that this will serve as the Contract for both parties, should the Bidder(s) receive award. Bidder must respond to the Contract Signature Form affirming acceptance of the Terms and Conditions, which will serve as the Contract for both parties, should the Bidder receive an award.

- T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this Contract. Third Party Suppliers are contractors and/or subcontractors under the direction and responsibility of the Bidder or Vendor.
- U. Vendor: The Bidder(s) that receive award, who agree to provide the Contract items that meet the requirements and FSA Base Specifications of the Contract. The Vendor must agree to the Terms and Conditions, which will serve as the governing Contract. If the Vendor is not the Manufacturer, the Vendor must be authorized by the Manufacturer to market, sell, provide, and service all awarded items.
- V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida ("State"). This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in Section 60A-1.001(2), *Florida Administrative Code* ("F.A.C.").

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this Contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual Manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their Manufacturers' agreements and must agree to the Terms and Conditions.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply to this Contract and all services, work, materials, and supplies provided by Vendor in order to fulfill its obligations under this Contract. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept Purchase Orders funded in whole or in part with Federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded Purchase Order. This is not a requirement of the Invitation to Bid or Contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded Purchase Orders. FSA CPP has taken actions to provide and develop information,

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materials, and resources for Bidders, Vendors and purchasers that will assist in the use of Federal funding with this Contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use Federal funds for purchase or intend to request reimbursements using Federal funds.

1.11 PATENTS & ROYALTIES

The Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association ("FSA") and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by the FSA or a purchaser.

If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, 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 CPP 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.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms and Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms and Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

1.13 UNDERWRITERS' LABORATORIES

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

1.14 AMERICANS WITH DISABILITIES ACT

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

1.15 REASONABLE ACCOMMODATION

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

1.16 DISADVANTAGED BUSINESSES

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As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the Qualifications Packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

1.17 ANTI-DISCRIMINATION, E-VERIFY, AND ANTI-HUMAN TRAFFICKING REQUIREMENTS

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

The Vendor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. The Vendor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The FSA CPP, or purchaser, may terminate this Agreement immediately for cause if there is a good faith belief that the Vendor has knowingly violated Section 448.091, *Florida Statutes*.

If the Vendor anticipates entering into agreements with a subcontractor for the services and/or work contemplated under this Agreement, the Vendor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the FSA CPP, or purchaser, upon request.

In the event that the FSA CPP, or purchaser, has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Vendor has otherwise complied with its obligations hereunder, the FSA CPP, or purchaser, shall promptly notify the Vendor. The Vendor agrees to immediately terminate the agreement with the subcontractor upon notice from the FSA CPP or purchaser. Further, absent such notification from the FSA CPP or purchaser, the Vendor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

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By entering into this Contract, the Vendor represents that no public employer has terminated a contract with the Vendor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Contract.

The Vendor certifies, by acceptance of this Contract, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Vendor agrees to execute an affidavit in a form satisfactory to FSA CPP or the purchaser in compliance with Section 787.06(13), *Florida Statutes*.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications 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 FSA Base Specifications shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (“PEC”) AND SCRUTINIZED COMPANIES STATEMENTS

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

In accordance with Section 287.135, *Florida Statutes*, Bidder certifies that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Bidder and/or Vendor, if status changes after award, shall immediately notify FSA CPP and/or the purchaser. If Bidder and/or Vendor, if applicable after award, is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the FSA CPP may immediately terminate this Contract.

1.20 TAX EXEMPTION

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

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

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In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms and Conditions, if issued
- Contract Conditions
- General Conditions
- Addenda to FSA Base Specifications, if issued
- FSA Base Specifications
- Bidder Instructions

1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or Eligible Users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a formal addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent formal addenda, if any, shall govern over prior formal addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a formal addendum.

The bid submission constitutes acknowledgment of addenda to the FSA Base Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the Contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

1.24 SIGNED BID CONSIDERED AN OFFER

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The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

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

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

In the event a Manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor prior to conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms and Conditions throughout the remaining term of the Contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (Manufacturer or model), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the Contract. In the event of a termination of a product line (Manufacturer or brand), the purchaser shall compensate the Vendor in accordance with the Contract for all goods delivered by the Vendor prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the termination.

1.27 DEMONSTRATION OF COMPETENCY

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 CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP, in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of a Contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

1.28 VENDOR ABILITY TO PERFORM

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The FSA CPP 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 CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the Contract term, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the Contract.

By responding to this Invitation to Bid, the Bidder 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 Bidder's ability to satisfy the obligations of a resulting contract. The Bidder warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133, *Florida Statutes*, or on any similar list maintained by any other state or the federal government. The Bidder, by responding to this Invitation to Bid, acknowledges and warrants that, if selected, Bidder (Being then consider a "Vendor") shall immediately notify the FSA CPP and purchaser in writing if its ability to perform is compromised in any manner during the term of the Contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the Contract Signature Form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this Invitation to Bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the Contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

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

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Bidder (or, if after award, the Vendor) must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.31 NONCONFORMANCE

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Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

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

1.32 GRATUITIES

Bidders 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. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidder's products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria, in order:

- Bidder within the State of Florida; and if none, then
- Vendors' performance record with purchasers; and if none, then
- Coin Toss.

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this Contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assignees, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to Purchase Orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract or for such period of time as is required for retaining public records pursuant to Florida law. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP and its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three (3) business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

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Vendor shall ensure FSA has these rights with Vendor's employees, agents, assignees, successors, and third-party suppliers, 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 or purchaser(s).

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total Contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be actively registered to do business in the State of Florida on SunBiz.gov.

1.36 PERFORMANCE BONDS

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

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders and Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

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Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same Manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same Manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and costs incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this Contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent (10%) of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days 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 ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute

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a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

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

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the Contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms and Conditions.

Vendors that are not in compliance with any of the provisions of this Contract can be assessed liquidated damages, suspended or terminated from the Contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the Contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result in termination of the Contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the Contract with respect to either the FSA CPP and/or the purchaser, the Contract can be terminated immediately and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the Contract term while Manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, 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 inconsistent with the intent of the Contract.

Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this Contract to accept such Purchase Order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms and Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

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Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor, plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to which FSA CPP is entitled, according to Section 3.24, and any attorney's fees incurred in the recovery of these damages.

1.42 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.

1.43 TERMINATION FOR CAUSE

If, through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this Contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within ten (10) business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the Vendor in accordance with the Contract for all services performed by the Vendor prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

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

1.44 TERMINATION WITHOUT CAUSE

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

In the event of termination without cause, 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 balance of the Contract or cancellation charges.

Any payments to the Vendor shall be only to the total extent of the purchaser's liability for goods or services delivered prior to the date of notice to terminate the Contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

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The FSA CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The FSA CPP logo may be used by Vendors in accordance with the policy contained in this Section 1.45. Use of the FSA CPP logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the FSA CPP logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use it. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

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2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the Qualifications Packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.09, Mandatory Pre-Bid Meeting.

Qualifications Packet information required for bid submission includes:

- Qualification Form
 - Contact Information
 - Business Profile
 - References
 - Disqualifications & Defaults
 - Emergency Technician Certification
- Compliance Attestations
 - E-Verify
 - Anti-Human Trafficking
 - Workers' Compensation
 - Drug-Free Workplace
 - Compliance with Applicable Federal, State, and Local Laws and Ordinances
 - Sunbiz
- Federal Compliance

The Qualifications Packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the Manufacturer.

2.03 INSURANCE AND INDEMNIFICATION

Vendor shall maintain, at its sole cost and expense, the insurance coverages required by FSA and purchasers through the duration of this Contract, with limits of liability not less than the following:

- Workers' Compensation Insurance in accordance with the laws of the State of Florida.
- Comprehensive General Liability Insurance covering the Vendor's legal liability for bodily injury and property damage, contractual liability, and completed products and operation, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and covering at least the following hazards:
 - Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- Automobile Liability Insurance covering the Vendor's legal liability for bodily injury and property damage in limits of not less than \$1,000,000 per occurrence, providing coverage for any accident arising out of or

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resulting from the operation, maintenance, or use by the Vendor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- Garage Keepers Liability Insurance covering the Vendor's legal liability for property damage in limits of not less than \$1,000,000 per occurrence.

It is understood and agreed that all insurance policies of insurance provided by the Vendor are primary coverage and non-contributory with respect to any insurance or self-insurance the FSA or purchasers possess that may apply to a loss resulting from the work performed pursuant to this Contract. All insurance policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

Vendor shall be fully liable for the actions of its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, performing work under this Contract, and shall fully indemnify and hold harmless the Florida Sheriffs Association ("FSA"), the purchasers, and each of their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees and court costs, arising from or relating to negligence, omissions, personal injury or damage to real or personal tangible property alleged to be caused in whole or in part by Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers; provided, however, that the Vendor shall not indemnify for that portion of any loss or damages resulting directly from the grossly negligent acts or omissions of the FSA or purchasers or for that portion of any loss or damages proximately caused by intentional wrongful acts or omissions of the FSA or purchasers.

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 B+ or better per the AM Best Rating. At no time shall the Vendor be without insurance in the required amounts. No policy may be changed to provide for less coverage than is required or canceled during the term of this Contract without at least thirty (30) days' written notice to the FSA and/or purchasers, as applicable.

The Vendor must 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 to be performed by Vendor pursuant to this Contract and of all damage or injury to any person or property wherever located, resulting from any action, omission or operation by the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, under this Contract or in connection with the work contemplated herein. It is understood and agreed that at all times the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, are acting as independent contractors to the FSA and/or purchasers, as applicable. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between the FSA and/or purchasers and the Vendor or any of its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, or anyone directly or indirectly employed by the Vendor. The parties acknowledge that the Vendor is not an employee for state or federal tax purposes. The Vendor shall hire and pay all of Vendor's employees, agents, subcontractors or anyone directly or indirectly employed by the Vendor, all of whom at all times being entirely under the Vendor's supervision, direction and control. The Vendor shall be responsible for the means, manner, and methods by which its duties, obligations, and responsibilities under this Contract are met to the satisfaction of the FSA and/or purchasers, as applicable. The Vendor shall be responsible for every part of the work contemplated herein, and for all labor, expertise, materials, tools, appliances and property of every description, used in connection with this Contract.

The Vendor will secure and maintain policies of third-party suppliers performing work or providing services and/or materials to or for Vendor in furtherance of Vendor's performance under this Contract. All third-party supplier insurance policies must be made available to the FSA and/or purchasers upon written request. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies will not relieve the Vendor or any of its third-party suppliers of each of their liabilities and

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obligations under any section or provisions of this Contract. Vendor must be as fully responsible to the FSA and/or purchasers for the acts and omissions of the third-party suppliers and of persons employed by the third-party suppliers as Vendor is for acts and omissions of persons directly employed by the Vendor.

The FSA and/or purchasers may request, and upon such request the Vendor must furnish, proof of insurance, within seven (7) calendar days of receipt of the written request once the contract times have commenced. Should the Vendor fail to provide acceptable evidence of current insurance during the Contract term, the FSA and/or purchasers, as applicable, have the right, but not obligation, to consider the Contract breached and terminate the Contract effective immediately, in the sole discretion of the FSA and/or purchasers, as applicable. If Vendor fails to have secured and maintained the required insurance, the FSA and/or purchasers has the right to consider alternate insurance coverage proffered by the Vendor, but has no obligation to do so.

The FSA and/or purchasers will give the Vendor the opportunity to take over and settle or defend any such action at Vendor's sole expense. As permitted by law and within a reasonable time period, the FSA and/or purchasers will give the Vendor written notice of an action or threatened action. Vendor will not be liable for commercially unreasonable costs, expenses or compromises incurred solely by the FSA, or purchasers, in any legal action without Vendor's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Comprehensive General liability insurance coverage, Automobile liability insurance coverage, and Garage Keeper's liability insurance coverage must extend to and include the following contractual indemnity and hold harmless agreement:

The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries and for all damages to property, including tangible and intangible, per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees (including paralegal and other expert and support service fees) and the cost of appeals arising out of any such claims or suits because of any and all acts, omissions or commissions by the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers under the Contract FSA25-VEL33.0 Pursuit, Administrative, and Other Vehicles.

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

The Vendor will notify the 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, at all times during the full duration of work under this Contract, including any extra or additional work approved by and consented to in writing by the parties in connection with this Contract, shall meet the requirements of the foregoing provisions.

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the 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 System or FSA Base Specifications.

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The FSA Base Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA Base Specifications. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA Base Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the Manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable FSA Base Specifications, unless a purchaser specifically issues a Purchase Order for a base item and option that differs from the FSA Base Specifications. Failure of a Vendor to comply with these provisions will result in Vendor being held responsible for all costs required to bring the item into compliance with the Contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 MISTAKES

Bidders are expected to examine the FSA Base Specifications, delivery schedules, bid prices and all information pertaining to servicing this Contract before submitting a bid. Failure to do so will be at the Bidder's risk.

2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms and Conditions must be documented in Bidder's submission. Exceptions to the FSA Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms and Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the Manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with FSA Base Specifications. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for Bidders, the Fleet Advisory Committee, and the FSA CPP to clarify questions on the Terms and Conditions and to confirm all FSA Base Specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the FSA Base Specifications are finalized.

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FSA CPP reserves the right to grant attendance exceptions to the mandatory Pre-Bid Meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms and Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or “cost-plus”, model for the Pursuit, Administrative, and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open for the next model year, when the Manufacturer changes price during the contract term, or when new items come to market.

Bidders shall provide a Bid Price and a Percent, as defined below, for each item bid. The Bid Price will be used to evaluate the lowest, responsive and responsible Bidder for each item and zone. The Percent will be used under an awarded contract to determine the cost-plus pricing for the next model year, when the Manufacturer changes price during the contract term, or when new items come to market. The FSA CPP will use the percent feature of the Bid System as the field to capture the percent above cost that the Vendor can expect to receive from the purchaser for the purchase of an awarded item.

The FSA CPP has the discretion to disqualify Bidders if the proposed Percent is deemed excessive by the FSA in its sole discretion. In order to determine if Percent is excessive, FSA will compare the Percents proposed by Bidders for each item in each zone.

Prices and Percents bid for items and options should reflect the most complete item price, be below MSRP, and at a minimum should at least cover the cost of the item or option bid.

Prices and Percents bid must be at least Item Cost, be Free on Board (“FOB”) destination, and must include delivery to the purchaser.

As used in this provision, “Item Cost” is defined as the factory invoice price for the item, the Original Equipment Manufacturer (“OEM”) destination and delivery to dealer, and the FSA Administrative fee, minus the OEM government pricing concessions specific to this bid, all Manufacturer incentives, discounts, rebates, concessions and holdbacks.

As used in this provision, “Total Cost” is defined as the Item Cost, plus costs of dealer’s floorplan estimated operational expense, and costs of dealer for preparation, cleaning, assembling, gas, and delivery to zone.

As used in this provision, “Bid Price” is defined as the Total Cost and profit.

As used in this provision, “Percent” is defined as the markup over Item Cost.

Bid Prices will be used as the initial published pricing for awarded items. As windows open for the next model year, the Manufacturer changes price during the Contract term, or as new items come to market, FSA CPP will work with Vendors to update the published pricing for such items based on the awarded Percent, within a reasonable period of time. Vendors may accept Purchase Orders for such items in accordance with these Terms and Conditions before submitting updated published pricing to FSA CPP.

2.11 COST-PLUS-PERCENT PRICING

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The Bid System provides each Vendors' percent above cost at which the Vendor will sell such items. The Percent provided in the Bid System does not provide a percent discount for items bid.

If a Vendor fulfills a Purchase Order at other than published pricing, at purchasers' request, the Vendor must provide documentation substantiating the Item Cost, as defined in Section 2.10.

2.12 OPTION PRICING

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the FSA Base Specifications. Options can provide an upgrade or downgrade to a Manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a Manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms and Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid.

The use of options to facilitate the sale of an alternate Manufacturer's product which is outside the scope of the FSA Base Specifications will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper Manufacturer codes for factory options. Options available through the factory should be bid as and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory package options are permitted under this Contract. Factory package options included in the bid submission must detail what components the package includes.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA Base Specifications, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the Bid System. Section 2.13 contains specific instructions and exceptions for Emergency Lights and Sirens.

2.13 EMERGENCY LIGHTS AND SIRENS

Under Section 316.003(1), *Florida Statutes*, authorized emergency vehicles are defined as:

Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the

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Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA CPP may request certificates for a Vendor's installers at any time during the Contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the Bidder's bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers ("SAE") certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the Vendor can be found in default of the contract.

Bid Submission of Emergency Lights and Sirens

If offering emergency lights and sirens, Bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle light and siren option pricing template is offered in the Bid System. Bidders are encouraged, but not required to use the template. If item or specification group is helpful to display light and siren options, Bidders may categorize the pricing sheet by item group.

Items listed below are required for the submission of the pricing sheet:

- Order code
- Description
- Price (part only)
- Estimated labor hours
- Labor cost per hour

2.14 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Sections 2.10, 2.11, 2.12, 2.13, 2.14, and 2.15. Each Bidder must submit a Qualifications Packet for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

The Bid System is located at <https://www.myvendorlink.com>. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: \$.01-.49 will be rounded down to the dollar bid (e.g., \$50.49 = \$50) and \$.50-.99 will be rounded to the next dollar (e.g., \$50.50 = \$51).

Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

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- Offer a Bid Price for each item bid by zone, as defined in Section 2.10.
- Provide a Percent for each item bid by zone, as defined in Section 2.10.
- Upload files as instructed in the Bid System; files requested will be .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf.
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

Option Upload

An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price
- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

Repair and Replacement Parts Upload - Optional

If a Vendor chooses to sell repair and replacement parts upon award, a parts pricing sheet should be submitted with the bid. Parts are listed by Vendor and are not tied to items bid. A template is offered in the bid system and this document is not required. Each pricing sheet should include:

- Category
- Description
- MSRP or List Price discount percentage
- Exceptions to discount provided
- Quantity discounts

FSA CPP may ask awarded Vendors to supply one (1) hard copy set of the bid with digital signatures and original compliance forms, prior to the Contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions may be granted to Bidders by FSA CPP pursuant this section should any Bid System malfunctions occur.

2.15 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser. For the Pursuit, Administrative, and Other Vehicles Contract, the cost of delivery must be included in the Percent.

2.16 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms and Conditions and to be bound by such Terms and Conditions if selected for award. The Bidder must respond to the Contract Signature Form with

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the signature of an authorized representative five (5) days prior to award. All Terms and Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

2.17 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.18 LATE BIDS

The responsibility for submitting a bid before the due date and time on the Bid Calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.19 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

2.20 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, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.24, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.21 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and Contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

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

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;

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- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms and Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms and Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.22 BASIS FOR AWARD

The FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest Bid Price by item, Manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, Manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider Percent and option pricing in making the award and to disqualify bidders for proposing excessive Percent(s) or option pricing.

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the Bid Calendar.

2.23 BID TABULATIONS

The bid tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.24 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms and Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

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The FSA CPP may also reject any bids not submitted in the manner specified in this Invitation to Bid.

2.25 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contact person identified in Section 1.01 of this Invitation to Bid.

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3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the Terms and Conditions of this document become the Contract between the FSA and the awarded Vendor. The Terms and Conditions apply to all items purchased from this Contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that they are duly authorized to do so and binds the respective party to the Contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of Purchase Orders, quarterly reports and administrative fee payments. If a change occurs during the term of this Contract, the Vendor must notify FSA immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from the Vendor's bid or this Contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or Manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing Contract Terms and Conditions, if the Manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension

The Contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA reserves the right to execute a Contract extension or to allow the Contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this Contract.

Month-to-Month Continuation

In the event a new contract is not active at the time of this Contract's expiration, this Contract's Terms and Conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the Contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

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3.06 PRICE ADJUSTMENT

In addition to the cost-plus-percent pricing adjustments available, the Terms and Conditions provide the following methods of price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index ("PPI") as published by the U.S. Department of Labor, Bureau of Labor Statistics ("BLS"); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the Manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the Manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the Manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the Manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the Manufacturer and substantiate the need for a related price adjustment for this contract.

Equitable Adjustments

The FSA CPP, on behalf of FSA, may make an equitable adjustment to the Contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this Contract shall be the most current model offered.

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the Manufacturer when the final order date is during the term of the Contract. 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

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the Manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and Manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the Contract term. If the Manufacturer cutoff date is during the term of the Contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same Manufacturer.

3.09 FACILITIES

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

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

[State of Michigan, Michigan State Police Precision Driving Unit](#)

[Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program](#)

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle ("SSV") and often used in public safety applications and other areas of government. Refer to Manufacturers published information for detailed information regarding these vehicles.

3.12 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to be the Manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be OEM and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.13 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the Manufacturer's specifications. All vendor-installed options must be manufactured by an established Manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, the design and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the Contract. FSA CPP may terminate the Contract in accordance with these Terms and Conditions.

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3.14 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the Purchase Order. Non-scheduled options are covered under these Terms and Conditions.

3.15 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.16 PARTS

Vendors may sell repair and replacement parts. Parts pricing must include the administrative fee. If a Vendor wishes to offer parts under this contract, the Vendor must provide a price list to FSA and offer a discount below MSRP or Published List Price. Bidders and/or Vendors, as applicable, may include parts pricing sheet with the bid submission or following award. Parts are listed as a separate item group and will be listed by Vendor. Bidders and/or Vendors, as applicable, may use the template offered in the bid system. Items listed below are required for the pricing sheet:

- Category.
- Description.
- MSRP or List Price discount percentage.
- Exceptions to discount provided.
- Quantity discounts.

3.17 PURCHASE ORDERS

To initiate a purchase, a Purchase Order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number;
- Make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the Purchase Order is delivered to the Vendor. Vendor shall place the order with the Manufacturer within ten (10) business days of receipt of the Purchase Order. The Vendor shall ensure that all orders are placed in full compliance with the specifications and the Terms and Conditions of the Contract and the Purchase Order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

The Vendor should supply a Confirmation of Order to the purchaser and FSA CPP fifteen (15) calendar days from receipt of Purchase Order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

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While it is recommended that a purchaser from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve their needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a Purchase Order for an item for which they were not awarded, the Vendor must notify the purchaser and return the Purchase Order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Purchase Orders should be submitted through the reporting tool provided by FSA CPP. Purchase Orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase Order number,
- Purchase Order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase Orders vary in format and information provided. If a Purchase Order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the Purchase Order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use Purchase Orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates.

3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA Base Specifications, Manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA Base Specifications.

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3. Copy of Manufacturer's invoice, price sheet, build sheet or other documentation that verifies what components are included on the item(s) being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle, or via transport to be negotiated upon mutual agreement between the Vendor and the Purchaser. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with Manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the Manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.20 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets Contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the Purchase Order. Should the delivered items differ in any respect from the FSA Base Specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this Contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within thirty (30) days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79, *Florida Statutes*.

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3.22 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.23 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. The quarterly report template shall be submitted using the tool provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all Purchase Orders received and/or deliveries made during the quarter will be returned to the reporting Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the Contract. If a Contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Years: October 1, 2025 – September 30, 2027

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15
Year 2 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 2 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 2 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 2 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" or "No deliveries this quarter" to FSA CPP by e-mail to Reports@flsheriffs.org.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the Contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.24 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the Contract. Payment of the administrative fees to the FSA CPP are the contractual responsibility of each awarded Vendor.

After receipt of payment from contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than fifteen (15) calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the

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administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any Purchase Order or invoice.

The administrative fee is based on the total Purchase Order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

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

3.25 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth in the applicable FSA Base Specifications and the failure to comply with this condition will be considered as a breach of Contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within fifteen (15) calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25.00 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond forty-five (45) calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination of this Contract for cause pursuant to the Terms and Conditions.

Schedule of Liquidated Damages

Failure to submit quarterly report on time	\$25.00 per calendar day
Failure to submit administrative fee on time	\$25.00 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the Purchase Order issue date	\$100.00 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this Contract. Vendor agrees and acknowledges that these liquidated damages are not

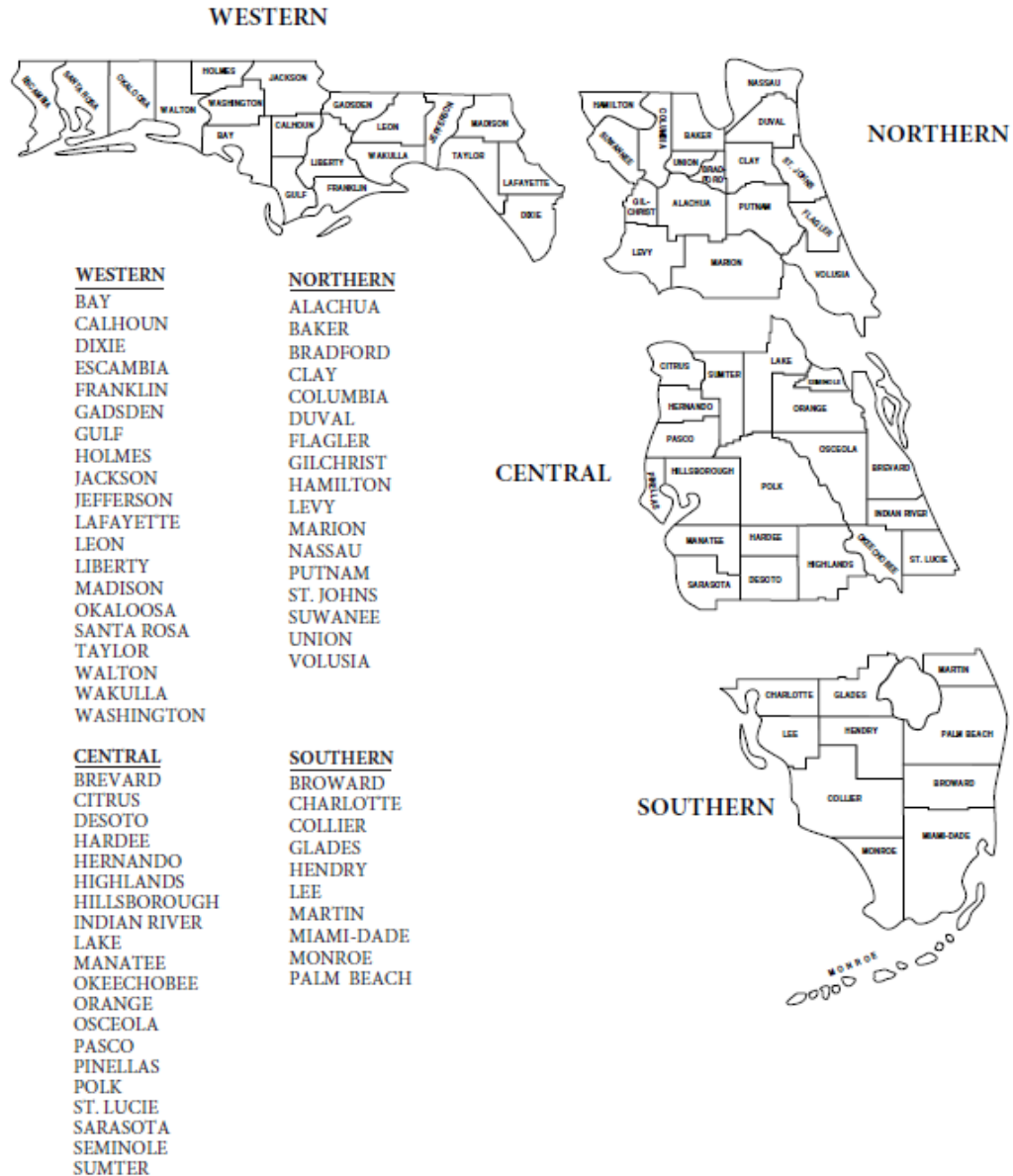
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intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA CPP for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

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Appendix A: Zone Map

FSA CONTRACT ZONE MAP



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Appendix B. Bid Calendar

FSA25-VEL33.0 Bid Calendar	Date
Bid Announcement	3/28/2025
Voluntary Interested Bidder Workshop FSA25-VEL33.0	6/3/2025
New Items & Specifications Submissions Due	6/12/2025
Mandatory Pre-Bid Meeting FSA25-VEL33.0 and VendorLink Training	7/14/2025
Requests for Clarifications Due to FSA	7/24/2025
FSA Response to Requests for Clarifications	7/30/2025
Bid System Opens	8/1/2025
Cone of Silence	8/1/2025 - 9/23/2025
Bid Submissions Due	9/2/2025
Bid Tabulations Posted	9/3/2025
Public Bid Opening	9/3/2025
Bid Evaluations	9/15/25 - 9/19/25
Intent To Award	9/23/2025
Final Award	10/1/2025

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Appendix C: ACH Payments



PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org    

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Automated Payments through ACH

The Florida Sheriffs Association values the integrity of our business operations and knows that our partners do as well. As we continue to strengthen this partnership, FSA invites each company to offer payments to FSA via ACH. It is our goal to secure payments and reduce fraudulent transactions and this will be our primary method of accepting payments due to recent efforts to defraud FSA. Florida Sheriffs Association can be added to your company's list of vendors authorized to be paid via electronic payment for no additional fee.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account
Capital City Bank
Routing Number: 063100688
Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. The information above can be used to pay with a wire transfer as well, but if you choose to pay via wire, there is a charge of \$25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

Florida Sheriffs Association

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Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*

(Excluding micro-purchases, as defined in 48 C.F.R. Subpart 2.1, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000.) In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>\$2,000	
Copeland "Anti-Kickback" Act			>\$2,000	
Contract Work Hours and Safety Standards Act	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Federal Water Pollution Control Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the Code of Federal Regulations ("C.F.R.") or United States Code ("U.S.C.") were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of

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Labor.” The clause set forth in 41 C.F.R. 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 C.F.R. part 5).

(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.

(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).

(d) Subcontracts. Vendor shall insert in any subcontracts over \$100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

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RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over \$150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded (“SAM Exclusion”). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of \$25,000 and Vendor shall not award lower-tier subcontracts in excess of \$25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of \$100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (“EPA”) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential

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component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



Host Sheriff Procurement – Hillsborough County Sheriff's Office
FSA-HCS-AVP1.0: Assorted Vehicle Procurement

Awarded: October 28, 2024

Effective Through: October 27, 2028 (Initial Term)

The Hillsborough County Sheriff's Office competitively procures the Host Sheriff Procurement Contracts in accordance with Chapter 30 and Chapter 163, Florida Statutes, and the best practices articulated in Chapter 287, Florida Statutes. Resulting contracts are available to all eligible purchasers identified by Rule 60A-1.001, Florida Administrative Code, and state and local government agencies nationwide. The HCSO Master Agreement is available on FSA's website at www.flsheriffs.org/purchasingprogram/.

Awarded Vendors:

- Alligator Alley Harley Davidson
 - Website: www.alligatoralleyharley.com
 - Contact: Stephen Otton 954-414-4135 ext. 3118 stepheno@alligatoralleyharley.com
- Bozard Ford
 - Website: www.bozardford.com
 - Contact: Jeff Young 904-824-1641 jyoung@bozard.com
- Carl Black of Orlando
 - Website: www.carlblackoforlando.com
 - Contact: Edgar Massoni 305-781-3661 emassoni@carlblack.com
- Crown Buick GMC
- Crown Kia
- Crown Nissan
- Crown Eurocars
 - Website: www.crowncars.com
 - Contact: Seth Edelman 727-939-6606 - desk 303-906-0444 - cell sedelman@crowncars.com
- Crown Dublin (Crown Chrysler Jeep Dodge Ram)
 - Website: www.crowncars.com
 - Contacts: Tim Duffey 614-761-2360 tduffey@crowncars.com
 - Seth Edelman 727-939-6606 - desk sedelman@crowncars.com
 - 303-906-0444 - cell
- Duval Ford
 - Website: www.duvalford.com

- o Contact: Jeff Eason 904-388-2144 jeff.eason@duvalmotor.com

- Ferman Buick Pontiac GMC
- Ferman Chrysler Jeep Dodge Ram
 - o Website: www.fermanauto.com
 - o Contact: Luke Miller 813-929-2400 lmiller@ferman.com

- Ferman Chevrolet
 - o Website: www.fermanauto.com
 - o Contact: Sandy MacDonald 813-929-2400 smacdonald@ferman.com

- Ferman Ford of Countryside
 - o Website: www.fermanfordclearwater.com
 - o Contact: Jason Bray 727-797-2277 jason.bray@ferman.com

- New Smyrna Beach Chevrolet
 - o Website: www.newsmyrnachevy.com
 - o Contact: Thomas Mahoney 631-651-1838 tm@amvetworks.com

- Stingray Chevrolet
 - o Website: www.stingraychevrolet.com
 - o Contact: Peter Popiel 813-359-5016 magicpeterfleet@gmail.com

- Village Cadillac Toyota
 - o Website: www.villagecadillac.com and www.villagetoyota.com
 - o Contact: Pam Mills 352-621-7116 pmills@dimmitt.com

- Volcanic Partners
 - o Website: www.volcanicbikes.com
 - o Contact: Christopher Snere 509-427-8623 info@volcanicbikes.com

Covered Services and Products:

- Assorted vehicles for immediate purchase from dealer inventory, at contracted discount off MSRP/window sticker price
 - o Administrative Sedans - Chevrolet, Dodge, Ford, Kia, Nissan, Toyota
 - o Cab and Chassis Trucks 4x2 - Chevrolet, Ford, GMC, Mercedes-Benz
 - o Cab and Chassis Trucks 4x4 - Chevrolet, Ford, GMC
 - o Cargo and Passenger Vans - Chevrolet, Chrysler, Ford, GMC, Mercedes-Benz, Ram, Toyota
 - o Electric and Plug-In Hybrid Vehicles - BrightDrop/GM, Chevrolet, Chrysler, Ford, Nissan
 - o Electric Bikes and Transports - Volcanic

Closing/settlement fees.

8. All Bids must state the net amount expected to be paid to the seller.

Sealed bids will be received until 12:00pm. on Thursday, June 20th, 2019 at Starke City Hall, located at 209 North Thompson Street, in Starke, Florida.

6/6 2tchg 6/13-BCT

NOTICE

The Bradford County School Board will hold a Public Hearing on July 8, 2019 at 5:30 P.M. on the 2019-2020 Pupil Progression Plan Grades K-5, Grades 6-8 and Grades 9-12. The 2019-2020 Code of Conduct for Elementary and Secondary, Dropout Prevention Plan and New / Updated Board Policies #3.16 Charter Schools #4.15 District and Statewide Assessment Program

#4.21 Home Education Program.

The Public Hearing will be held in the Board Room at 501 West Washington Street Starke, FL 32091. Immediately following the Public Hearing will be the Regular School Board Meeting for July 8, 2019. The items listed above will be on the agenda for approval.

6/6 5tchg 7/4-BCT

NOTICE

The Bradford County Sheriff's Office requests proposals for installation of lighting systems, aftermarket and specialty equipment for the Fleet Management Division. For details please contact Captain George Konkel. The deadline for submissions is June 17, 2019.

6/6 1tchg-BCT

NOTICE OF SALE

Notice is hereby given that pursuant to the Florida Self Storage Facility Act Statutes (Section 83.801 - 83.809); Santa Fe Storage of Starke will sell for cash to the highest bidder on storageauctions.com for location at 1630 North Temple Ave, Starke, County of Bradford, FL, at 2:00 pm on Wednesday, the 19th day of June, 2019: the household goods and misc. contents of the following:

A007 MELLISA D WYNN
C004 JAKIA D BARR
I045 RONALD G SHETLER JR
J078 KENDALL E HOPGOOD

6/6 2tchg 6/13-BCT

NOTICE OF SALE

Notice is hereby given that pursuant to the Florida Self Storage Facility Act Statutes (Section 83.801 - 83.809); Santa Fe Storage of Waldo. Will sell for CASH to the highest bidder on Storageauctions.com For location at 15540 NE HWY 301, Waldo, County of Alachua, Florida; ending at 2:00 PM on Wednesday, the 19th day of June 2019, the household goods and misc. contents of the following:

B018 SHELBY NICOLE
B019 SHELBY NICOLE

6/6 2tchg 6/13-BCT

B-sect Legals 6.6.19

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

NOTICE OF ADOPTION OF RESOLUTION CLOSING AND ABANDONING ROADWAY

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Bradford County, Florida, at a duly advertised public hearing held on Monday, May 6, 2019, at 9:30 A.M. and pursuant to the authority provided by Chapter 336, *Florida Statutes*, exercised its authority to close and abandon a short portion of the roadway known as S.E. 20th Avenue which runs across and through Parcels 06055-0-00100, 06055-0-00000 and 06054-0-00000 in Bradford County, Florida by the adoption of Resolution 2019-25.

A copy of Resolution 2019-25 may be obtained by any member of the public at the Office of the County Clerk, located at 945 North Temple Avenue, Starke, Florida, during regular business hours (Monday through Friday, exclusive of holidays, from 8:00 A.M. to 5:00 P.M.).

6/6 1tchg-B-sect

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Bradford County, Florida shall hold a public hearing on Thursday, June 20, 2019 at 6:30 P.M., or as soon thereafter as the matter may be heard, in the Board of County Commissioners Chambers at the Bradford County Courthouse, located at 945 N. Temple Avenue in Starke, Florida, to consider the exercise of its authority pursuant to Chapter 336, *Florida Statutes*, to close and abandon that certain portion of Jackson Street lying south of Canova Street (East One-Half) as per the Lakeside plat, recorded in Plat Book 2, Page 24 of the Public Records of Bradford County, Florida.

Copies of materials related to this public hearing may be obtained by any member of the public at the Office of the County Clerk, located at 945 North Temple Avenue, Starke, Florida, during regular business hours (Monday through Friday, exclusive of holidays, from 8:00 A.M. to 5:00 P.M.). On the date, time and place first above mentioned, all interested persons may appear and be heard with respect to this matter.

The public hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearing shall be announced during the public hearing and that no further notice concerning the matter will be published.

All persons are advised that, if they decide to appeal any decision made at the public hearing, they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the

proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities who require assistance to participate in the meeting are requested to notify the Clerk of the Court, Bradford County Courthouse, Starke, Florida, 904-966-6280 at least two business days in advance; if you are hearing or voice impaired call 1-800-955-8771.

6/6 2tchg 6/13-B-sect

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Bradford County, Florida shall hold a public hearing on Thursday, June 20, 2019 at 6:30 P.M., or as soon thereafter as the matter may be heard, in the Board of County Commissioners Chambers at the Bradford County Courthouse, located at 945 N. Temple Avenue in Starke, Florida, to consider the exercise of its authority pursuant to Chapter 336, *Florida Statutes*, to close and abandon that certain portion of Jackson Street lying south of Canova Street (West One-Half) as per the Lakeside plat, recorded in Plat Book 2, Page 24 of the Public Records of Bradford County, Florida.

Copies of materials related to this public hearing may be obtained by any member of the public at the Office of the County Clerk, located at 945 North Temple Avenue, Starke, Florida, during regular business hours (Monday through Friday, exclusive of holidays, from 8:00 A.M. to 5:00 P.M.). On the date, time and place first above mentioned, all interested persons may appear and be heard with respect to this matter.

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All persons are advised that, if they decide to appeal any decision made at the public hearing, they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities who require assistance to participate in the meeting are requested to notify the Clerk of the Court, Bradford County Courthouse, Starke, Florida, 904-966-6280 at least two business days in advance; if you are hearing or voice impaired call 1-800-955-8771.

6/6 2tchg 6/13-B-sect

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

NOTICE OF ENACTMENT OF ORDINANCE

**REQUEST FOR PROPOSALS OF
LIGHTING, EMERGENCY LIGHTING, SPECIALTY EQUIPMENT, PUBLIC SAFETY
EQUIPMENT AND ACCESSORIES - PARTS SALES AND INSTALLATION SERVICE
RFP NO. BCSO2019-01**

Date: June 03, 2019

The Bradford County Sheriff's Office, Bradford County, Florida requests proposals for Installation of lighting systems, aftermarket and specialty equipment for the Fleet Management Division.

SECTION 1.0 GENERAL INFORMATION

The Bradford County Sheriff's Office area covers 300 square miles serving a population of approximately 27,000.

1.1 General Requirements

- Proposer must provide current reference for manufacturer and dealer that will be servicing the Bradford County Sheriff's Office
- Proposer shall be responsible for pick-up and delivery of vehicles/equipment from and to the Bradford County Sheriff's Office'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 be a full line supplier of emergency lighting, general lighting systems and equipment.
- Proposer shall be a full line supplier of vehicle aftermarket accessories and public safety accessories.
- Proposer shall provide a full line of law enforcement /emergency vehicle equipment for light, medium and heavy-duty vehicles.
- Pricing shall not be limited to lighting systems, but must also be extended to all other items as well.

1.3 Dealership

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

SECTION 2.0 STATEMENT OF WORK

2.1 General

It is the intention of the Bradford County Sheriff's Office to enter into contract with a single provider for purchases of various safety equipment, lighting, law enforcement/emergency equipment and installation services

A price structure is to be established for equipment installs, options, accessories and parts, which the Bradford County Sheriff's Office 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 Bradford County Sheriff's Office. The Bradford County Sheriff's Office 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 Bradford County Sheriff's Office Fleet Management.

2.2 Contract Change Orders

The vendor shall notify the Bradford County Sheriff's Office, in writing, of all Change Orders for every piece of equipment/ installation purchased. Change Orders shall be approved by the Bradford County Sheriff's Office's Fleet Management Department.

Change Orders shall include the following as a minimum:

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

The Bradford County Sheriff's Office shall not be held liable for costs associated with Change Orders for which they are not properly notified in writing. A copy of all Change Orders shall be sent to the addresses listed below:

Attn.: Chief of Operations/Capt. G. Konkel
Bradford County Sheriff's Office
Fleet Management Department
945-B North Temple Avenue
Starke, Florida 32091
Phone Number – (904) 964-2276
Fax Number – (904)966-6160

2.3 Delivery

The vendor shall state in their proposal process used to establish delivery dates for the various vehicles. Bidder shall state delivery times, after receipt of order (ARO), for all types of vehicles offered by the bidder. Vendor shall deliver all equipment to Bradford County Sheriff's Office free of charge.

The equipment shall be installed, serviced, adjusted, and demonstrated to the satisfaction of the Bradford County Sheriff's Office that they are in perfect mechanical condition.

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 Bradford County Sheriff's Office 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 Bradford County Sheriff's Office a detailed proposal for corrective action. If the proposed corrective action is not acceptable to the receiving agency, the County 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 Bradford County Sheriff's Office shall not be liable for payment for any portion thereof. Electronic notification shall be accepted by both the Contractor and the Bradford County Sheriff's Office.

2.5 Deliverables

Upon request, vendor shall include 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.

2.7 Warranties

Proposer shall provide detailed manufacturers' warranty information.

A delay in warranty start date is required on all equipment purchased by the Bradford County Sheriff's Office. Warranty shall become effective when the vehicle is put into use by the County 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 Respondent'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 Bradford County Sheriff's Office.

- 3.2 The Bradford County Sheriff's Office reserves the right to seek additional/supplemental representation on specific issues as needed.
- 3.3 Respondent's 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 (Maximum 5 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 Respondent, their title(s), address(es), 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 (Maximum 40 points)

Vendor shall enclose a complete description of equipment and accessories. Creativity shall be welcomed and considered in awarding points. Points shall be awarded for the ability to supply a variety of different equipment and accessories.

TAB 3 – LOCATION (Maximum 10 points)

Provide a description of the firm's local (Florida) presence, including local offices, personnel, clients, etc.

Location	Rating Points
Within 50 miles of County - Firm's Home Office or Branch Office that will complete at least one hundred percent (100%) of the work by total fees.	10

TAB 4 –Delivery Schedule (Maximum 5 points)

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

TAB 5 –Warranty (Maximum 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. Extended warranty prices and conditions should be included in this section.

TAB 6 – Service and Maintenance (Maximum 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

- 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.
- Proposer could include extended maintenance pricing

Training

- Proposer shall provide equipment repair, maintenance and operational training for Bradford County Sheriff's Office.

TAB 7 – Vehicle Manufacturer Drop Ship Codes (Maximum 15 Points)

Complete and attach a listing of the vehicle manufacturer drop ship codes currently obtained by the vendor. These drop ship codes will allow Bradford County Sheriff's Office to ship vehicles directly to the vendor for installation work.

TAB 8 – Financials (Maximum 10 points)

Provide company income statement and balance sheet information for review by Bradford County Sheriff's Office. The purpose of this information is to ensure the vendor has sufficient financial strength and stability to meet the demands of the department.

TAB 9 – Bradford County Sheriff's Office Documents

Complete and attach the forms contained in the attachments:

- Attachment A – Representations/Certifications
- Attachment B – Local Vendor Affidavit
- Attachment C – Formula for Assigning Cost Points
- Federal IRS Form W-9

BINDER 2 - FEE PROPOSAL (Maximum 65 Points)

In a separate, sealed envelope, provide an ORIGINAL, so identified and three (3) complete copies and One (1) Electronic copy of your proposed cost for equipment defined herein for the term of the contract. The fee shall include all travel, equipment, and any other related expenses. All equipment prices are to be FOB, Bradford County Sheriff's Office, Fleet Division, 945 N Temple Avenue, Starke, Florida 32091

The Seller shall complete the pricing of the items listed in Appendix A, which will be the basis for awarding the points of the Fee Proposal portion of the request for proposal. In addition, the Seller shall state any discounts (priced at a percentage off of MSRP or a fixed dollar amount / percentage over the cost of the item) for other manufacturers that can be offered by the Seller (discounts must be shown for each classification of items or individual items unless all items have the same percentage of discounts / pricing).

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 Bradford County Sheriff's Office at the address below no later than Month Day, 2019. 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 **Four (4)** copies and **One (1)** original of the written proposal envelope(s) as follows: **TWO (2) IN ELECTRONIC FORMAT COPIES (FLASH DRIVE OR COMPACT DISC (CD)) IN MICROSOFT WORD 10.0 OR HIGHER, OR ADOBE ACROBAT:**

Please mark Four (4) copies of the cost proposal envelope(s) as follows:

Cost Proposal

Do not open Until Qualified.

Request for Proposal No. BCSO 2019-01

Please address the mailing envelope(s) as follows:

Bradford County Sheriff's

Chief of Operations

945 N Temple Avenue

Starke, Florida 32091

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

- the name and address of the Respondent
- 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 Respondent. The Bradford County Sheriff's Office 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 Bradford County Sheriff's Office shall not be liable for any costs incurred by a Respondent prior to entering into a contract. Therefore, all Respondents are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.

This Section left blank intentionally

SECTION 4.0 SCHEDULE

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

Release of RFP June 03, 2019
Deadline for requests for clarification, questions, etc..... June 07, 2019
(Responded to by County as addendum if necessary) ... June 10, 2019
Deadline for submission of proposal..... June 17, 2019
Anticipated Contract Award June 24, 2019

SECTION 5.0 EVALUATIONS OF PROPOSALS

5.1 Evaluation Criteria: The Bradford County Sheriff's Office shall evaluate and rank responsive proposals and score them using the following criteria:

5.1.1 Scoring Criteria Table

CRITERIA	MAX SCORE	FACTOR	TECHNICAL SCORE MAXIMUM POINTS
TECHNICAL PROPOSAL	(whole # only)		
Executive Summary	5	1	5
Equipment/accessory product line	5	8	40
Delivery Schedule	5	1	5
Warranty	5	3	15
Service and Maintenance	5	5	25
Vehicle Manufacturer Drop Ship	5	3	15
Financials	5	2	10
Location	5	2	10
COST/PRICE PROPOSAL			
Cost to the Bradford County Sheriff's Office			65
Maximum Points Allowed			190

5.1.2 Technical Scoring Scale Table

Score	Basic Description	Full Description
0	No Response / Not Addressed or Vaguely Addressed	Answer is No to RFP requirements; this element of the evaluation criteria was not addressed or vaguely addressed .
1	Poor/Below Expectations / Unsatisfactory	The proposal is inadequate in most basic requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria was unsatisfactory .

2	Below Average / Meets Some Expectations	The proposal meets many of the basic requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria is below average .
3	Average / Meets Most Expectations	The proposal adequately meets the minimum requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria is average .
4	Above Average / Meets All Expectations	The proposal more than adequately meets the minimum requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria is above average .
5	Excellent / Exceeds Expectations	The proposal exceeds minimum requirements, specifications or provision in most aspects of the criteria element; respondent's information for this element of the evaluation criteria is Excellent .

5.2 Technical Score: Evaluators will independently review each proposal and award points based on a zero (0) to five (5) point scale for the established criteria. This score will be multiplied by the designated factor to receive a point score for these criteria. The sum the Evaluator's scores for each criterion will be divided by the number of evaluators to provide an overall Technical point score for each criteria and Respondent respectively. The fractional value of points to be assigned will be rounded to one decimal place.

5.3 Cost/Price Proposal Score: Price analysis is conducted through the comparison of Price Proposals submitted. The maximum points will be awarded to the lowest responsive Price Proposal. Proposals with higher costs will receive the fraction of the maximum points proportional to the ratio of the lowest Price Proposal to the higher Price Proposal. The fractional value of points to be assigned will be rounded to one decimal place.

The criteria for price evaluation shall be based upon the following formula:

(Low Price/Respondent's Price) x Price Points = Respondent's Awarded Cost/Price Points

5.4 Overall Score and Ranking: The Respondent's Technical point score plus the Cost/Price points equals the Respondent's Total Proposal score. Respondents will be ranked numerically 1, 2, 3, etc. from highest point score to the lowest point score.

SECTION 6.0 CONTRACT AWARD

6.1 The Bradford County Sheriff's Office 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 Bradford County Sheriff's Office 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 Bradford County Sheriff's Office, Chief of Operations.

SECTION 7.0 RIGHT OF REJECTION:

The Bradford County Sheriff's Office 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 Bradford County Sheriff's Office and its citizens.

SECTION 8.0 REQUESTS FOR CLARIFICATIONS. INTERPRETATIONS & ASSISTANCE

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

Chief of Operations

Phone: 904-966-2276

E-mail:

george_konkel@bradfordsheriff.org

CHIEF OF OPERATIONS

BRADFORD COUNTY SHERIFF'S OFFICE

945 N TEMPLE AVENUE, STARKE, FLORIDA 32091

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 Bradford County Sheriff's Office 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 Bradford County Sheriff's Office contract, the Respondent agrees, upon receipt of a written award or acceptance of a contract, to support and abide by the Bradford County Sheriff's Office Equal Opportunity Pledge.
- 9.1.2 By submitting a proposal in response to this solicitation, the Respondent agrees to --
 - (a) Not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin;

(b) Post a copy of this pledge in a conspicuous place, available to all employees and job applicants.

9.1.3 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 Bradford County Sheriff's Office 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 Bradford County Sheriff's Office, 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 Bradford County Sheriff's Office 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 subconsultants 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 Bradford County Sheriff's Office 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 Respondents 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 Bradford County Sheriff's Office must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

9.5 PAYMENT

951 Prompt Pay Policy

It is the policy of the Bradford County Sheriff's Office to fully implement the provisions of the State of Florida Prompt Payment Act. For more information, please refer to Florida State Statute 218.7.

952 Withholding Payment

In the event a contract is canceled under any provision herein, the Bradford County Sheriff's Office 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 Bradford County Sheriff's Office whether or not the Contractor or Vendor is otherwise required by law to provide such coverage.

Professional Liability Insurance - \$1,000,000 or as per project (ultimate loss value per occurrence).

9.6.2 Other Insurance Provisions

9.6.2.1 *Commercial General Liability and Automobile Liability Coverages*

- The Bradford County Sheriff's Office, members of its County 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 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 County. The coverage shall contain no special limitations on the scope of protection afforded to the Bradford County Sheriff's Office, members of the County Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- The Contractor's insurance coverage shall be primary insurance as respects the Bradford County Sheriff's Office, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Bradford County Sheriff's Office, members of its County 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 Bradford County Sheriff's Office, members of its County 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 Bradford County Sheriff's Office, member of its County 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 Bradford County Sheriff's Office.
- 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. Bradford County Sheriff's Office County, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.
- Alternatively, Bradford County Sheriff's Office may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, the Bradford County Sheriff's Office may deduct from sums due to Contractor any premium costs advanced by the Bradford County Sheriff's Office for such insurance.
- Bradford County Sheriff's Office 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 County. At the option of the County, the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the Bradford County Sheriff's Office, members of its County 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 Bradford County Sheriff's Office 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 County before work commences.

9.6.2.7 Subcontractors

Contractor shall include each of its subcontractors as insureds under the policies of insurance required herein.

9.7 ACCESS TO MEETINGS

Persons with disabilities requiring reasonable accommodations to attend meetings, please call, **PROCUREMENT SERVICES DIVISION, PHONE: 904-966-2279**, at least forty-eight (48) hours in advance (excluding weekends and holidays). For Selection Committee meeting date(s) contact the Chief of Operations, Bradford County Sheriff's Office, 945 N Temple Avenue, Starke, Florida.

9.8 CONFIDENTIALITY

10.8.1 By submitting a proposal in response to this solicitation, a Respondent acknowledges that Bradford County Sheriff's Office 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 County 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 the County 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 County 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 fail 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.

9.8.2 Should any person request to examine or copy any material so designated, and provided the affected Respondent has otherwise fully complied with this provision, Bradford County Sheriff's Office, 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, Bradford County Sheriff's Office shall notify the Respondent of that request, and the respondent shall reply to such notification, in a writing that must be received by the Bradford County Sheriff's Office no later than 4:00 p.m., ET, of the second Bradford County Sheriff's Office 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 the Bradford County Sheriff's Office for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the Bradford County Sheriff's Office, or assessed or awarded against the Bradford County Sheriff's Office, in regard to Bradford County Sheriff's Office 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 Bradford County Sheriff's Office sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the Bradford County Sheriff's Office.

9.9 GRIEVANCE PROCEDURE

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

i **Protest of Specifications or Proceedings Prior to Bid Opening**

Any actual or prospective bidder, 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 bidder 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 bidder or respondent would have been awarded the contract but for the aggrieved action, may protest such evaluation or award recommendation.

(b) **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 Chief of Operations. All protest shall be directed to the attention of the Chief of Operations.

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.

- (c) **Protest Bond.** Any person who files a formal written protest, shall post with the Chief of Operations, at the time of filing the formal written protest, a cashier's check or bond payable to the Bradford County Sheriff's Office in an amount equal to 1 percent of the County's estimate of the total volume of the contract or \$5,000, whichever is less.
- (d) **Final Decision.** The Bradford County Sheriff's Office attorney or designee shall consider each protest and shall render a final determination. If the decision of the Bradford County Sheriff's Office Attorney or designee upholds the action taken by the Bradford County Sheriff's Office, then the Bradford County Sheriff's Office shall retain the amount in payment of a portion of the cost and expense, including but not limited to, time spent by Bradford County Sheriff's Office staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the Bradford County Sheriff's Office attorney or designee does not uphold the action taken by the Bradford County Sheriff's Office, then the Bradford County Sheriff's Office shall return that amount, without deduction, to the person or entity filing the protest.
- (e) **Stay of Procurement During Bid Protest**
In the event protest is filed in accordance with the bid protest procedures herein, Chief of Operations shall not proceed further with the solicitation or award of the contract until the Bradford County Sheriff's Office Attorney or designee has rendered a written decision regarding the protest or until the 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 County.

9.10 PROHIBITED COMMUNICATIONS

Any form of communication, other than written correspondence, shall be prohibited between any person or representative of any firm seeking an award of this solicitation and any Sheriff's staff, or any County employee authorized to act on behalf of the Sheriff. Prohibited communications shall be in effect from the date/time submittals are due for this solicitation until the Sheriff or authorized designee awards or approves a contract, rejects all responses, or otherwise takes action which ends the solicitation process.

Section 10.0 Purchases by other Governmental agencies

10.1 ALL TERM CONTRACTS: With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any Florida State or political subdivision or other public entity to bid any or all of these items independently. Should any such governmental entity purchase said services on such basis, the Contractor shall report such purchase to the Bradford County Sheriff's Office and, within thirty (30) days following final payment for each such service, shall provide a payment to the Bradford County Sheriff's Office, in the amount of 1% of the purchase price. This provision shall apply to all purchases initiated during the term of this Agreement, even if such purchase continues and payment is received after expiration of such term.

**ATTACHMENT A
REPRESENTATIONS/CERTIFICATIONS**

TAXPAYER IDENTIFICATION

Bidder must complete Federal Form W-9 and submit it with their bid. The form may be downloaded from the Internal Revenue web site at www.irs.gov.

OFFICIAL COMPANY INFORMATION AS REGISTERED (Type/Print)

COMPANY NAME: _____
MAIL ADDRESS: _____

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

COMPANY CONTACT FOR CONTRACT MANAGEMENT (Type/Print)

PERSON NAME: _____
TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____
EMAIL ADDRESS: _____

PAYMENT REMITTANCE ADDRESS (Type/Print) (if same as 2.8, enter "SAME 2.8")

NAME: _____
MAIL ADDRESS: _____

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

CONTACT FOR INVOICE INQUIRIES

NAME: _____
TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____
EMAIL ADDRESS: _____

WHERE TO SEND PURCHASE ORDER (IF APPLICABLE)

COMPANY NAME: _____
MAIL ADDRESS: _____

(City) (State) (Zip Code+4)

ATTACHMENT B
Local Vendor Affidavit

To qualify for Location points, a vendor must maintain a permanent place of business with full-time employees within 100 miles of Bradford County, Florida, for a minimum of six (6) months prior to the date quotes are received. Local vendor must submit this Local Vendor Affidavit with their proposal for the preference.

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which meets ALL below requirements:

- a) Has had a fixed office or distribution point located in and having a street address within 100 miles of Bradford County for at least six (6) months immediately prior to the submission of bids/quotes, to the Bradford County Sheriff's Office, and
- b) Holds any business license required by the county area of which the business resides (please attach copies); and
- c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in the 100 mile radius of Bradford County, 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 100 mile radius of Bradford County.

Please complete the following in support of the self-certification and submit copies of your County and/or County business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business/Company Name:	
Current Local Address:	Phone: () Fax: ()
If the above address has been for less than six months, please provide the prior local address: Length of time at this address:	
Home Office Address:	Phone: () Fax: ()

NOTE: The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

Signature of Authorized Representative

Print Name of Authorized Representative

Date Signed

Attachment C

FORMULA FOR ASSIGNING COST POINTS

Cost evaluation points are determined based on the following:

Lowest bid in each category = Max Points in each category

Second lowest bid in each category = percentage of points relative to the difference in cost from the lowest bid in each category.

Add all points from each category to arrive at the total number of points.

Each bid after the second lowest to be determined using the same process.

Example:

\$1,000 (Lowest Bid) = 25 points

\$1500 (second lowest bid) = 500 divided by 1000 = 50% or 12.5 points

BID SUBMITTAL

Name: _____
(This section must be submitted with bid and shall become an integral part of the resultant contract.)

THE BIDDER AGREES

To sell the items listed in Appendix A to the Bradford County Sheriff's Office.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that:

- (1) The price set forth herein has been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor.
- (2) The price set forth herein will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening.

- (3) No attempts have been made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

CERTIFICATION OF BIDDER

In response to this solicitation, I, the undersigned representative of the named bidder, hereby certify and represent as follows:

- (1) That I have read and examined the solicitation in full and all attachments thereto, and that I have satisfied myself with respect to any questions I have regarding the solicitation; and
- (2) That I am duly authorized by the named bidder to execute the bid and associated Purchase and Sale Agreement intending to bind the bidder to the County as stated in those documents; and
- (3) That, if awarded the subject bid, the bidder will sell and/or donate the real estate described in the Purchase and Sale Agreement in strict accordance with its terms and conditions.

Print/Type Name, Title and Date

Signature

APPENDIX A

Item No	Item	Description	Qty	Unit Price	Total Price
1	EMPLBS48	SOI M POWER LIGHT BAR – BCSO SPEC	1		
2	ETSA481CSR	SOI 100 WATT SIREN CONTROLLER	1		
3	ETSS100N	SOI 100 WATT SPEAKER	1		
4	EMPS2QMS2B	SOI 4" M POWER, BLUE, QUICK MOUNT FOR PUSHBUMPER	4		
5	TDXL6BB	BROOKING TITAN LIGHT – REAR DECK	2		
6	PK0600CGR11	SETINA PARTITION	1		
7	ST0380CGR11	SETINA LEP	1		
8	GK10301S1UHKSSCA	SETINA DUAL GUN RACK	1		
9	C-VS-2400-CHGR-2	HAVIS CONSOLE	1		
10	C-HDM-204	HAVIS SIDE MOUNT POLE	1		
11	C-HDM-303	HAVIS FIXED ADAPTOR	1		
12	C-MD-202	HAVIS TILT/SWIVEL	1		
13	C-CUP-2-I	HAVIS CUPHOLDER	1		
14	C-LP-4	HAVIS 4 OUTLET PLUGS	1		
15	C-ARM-103	HAVIS ARMREST	1		
16	C-AP-0645-L	HAVIS LOCKBOX	1		
17	C-MC	HAVIS MIC CLIP	2		
18	C-MCB	HAVIS MIC CLIP BRACKET	2		
19	WGI-D24	HAVIS WINDOW GUARDS	1		
20	UT-1003	HAVIS LAPTOP TRAY	1		
21	BK0532CGR15	SETINA PUSH BUMPER	1		
22	FL-80RFIP-2	BROOKING FLASHER	1		
23	MLS-2436R	REAR COMPARTMENT LIGHT	1		
24	VTX609B	WHELEN BLUE VERTEX	2		
				Total:	

CONTRACT
No. BCSO2019-01

THIS CONTRACT is executed this 12 day of July, 2019, by and between COUNTY OF BRADFORD, STARKE, FLORIDA, hereinafter called the "County" and DANA SAFETY SUPPLY, INC. hereinafter called the "Contractor",

WITNESSETH:

WHEREAS, the County issued RFP No. BCSO2019-01 (such document and all addenda thereto, if any, being hereafter referred to as "RFP") seeking proposals for furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment ("Vehicle Accessories") and other equipment not related to vehicles ("non-Vehicle Accessories"); and,

WHEREAS, the Contractor submitted a certain proposal dated June 17, 2019 ("Proposal") in response to that RFP; and,

WHEREAS, the County 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, County 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 County. 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 the 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 County shall schedule the following two meetings with respect to each order received from the County:

- (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 sales representative(s) and / or technician(s) to properly facilitate the design and construction requirements. This meeting can be held at the County's location, by phone, or at the installation facilities of the Contractor as directed by the County.

- (ii) A final review and inspection shall be at the County's facility when the County vehicle with installed Vehicle Accessories ("Completed Vehicle") arrives and is considered by the Contractor to be complete. In addition to a complete inspection, County representatives will conduct a full performance test of each Completed Vehicle and of all integral systems. The Contractor shall provide all technical information and inspections and shall make available to the County 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 County, these repairs shall be facilitated at either the County's facility or at the facility of the Contractor.

1.1.2. The County 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 County require Vehicle Accessories that cannot be provided by or purchased from the Contractor, the Contractor, at the request of the County, shall install such Vehicle Accessories provided by the County.

SECTION 2.0 PURCHASE OF PARTS

- 2.1 The Contractor shall provide such parts for all Vehicle Accessories installed under this Contract or non-Vehicle Accessories purchased under this Contract as the County may order from time to time. The Contractor shall provide original manufacturer part numbers. All parts ordered by the County shall be delivered to the County's designated location for delivery for each order. Significant 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 County regarding the details of any such delay so the County can make a final determination regarding responsibility.

SECTION 3.0 TERM

The Term of this Contract shall be a period of five (5) years, commencing on July 15, 2019, 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 County shall pay the Contractor for Vehicle Accessories ordered by the County based upon the Contractor's current pricing at the time a particular order is placed, less the stated discount (or mark-up) as set forth in the Proposal. The County shall pay the Contractor for installation of Vehicle Accessories, whether purchased from the Contractor or provided by the County, at the package prices or labor rates, as applicable, set forth in the Proposal, which rates may be modified from this time to time by mutual agreement as set forth in an amendment to this Contract.

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

4.1.3 The listing and corresponding pricing of all Vehicle Accessories and non-Vehicle Accessories is listed in Exhibit A.

4.2 Payment.

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

4.2.2 In addition to other remedies available under this Contract, the County 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 County 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 fully assemble, service, and adjust each Vehicle Accessory prior to installation and delivery, and the Contractor shall demonstrate, to the satisfaction of the County, that each delivered Vehicle Accessory is in perfect mechanical condition.

5.2 Delivery of a Completed Vehicle to the County does not constitute acceptance for the purpose of payment or warranty start time. The County 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

County 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 County, shall deliver to the County a detailed proposal and schedule for corrective action. If the proposed corrective action or schedule is not acceptable, or if approved corrective action is not timely completed, the County 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 County.

- 5.3 All non-Vehicle Accessory items that are delivered to the County should be inspected within three (3) business days for verification of all items being received that are listed on the packing slip that is included with the shipment. In the event that a packing slip is not included with the shipment, the Contractor should be notified with one (1) business day so that a packing slip can be provided. In addition, all items will need to be inspected for damage.

SECTION 6.0 INDEMNIFICATION.

- 6.1 The Contractor shall indemnify and save harmless the County, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgements 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 County, its official or employees, to the extent such claim, suit or proceeding is based on a claim that any Vehicle Accessories or non-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 County 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 County, 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 response. In case said Infringing Work is enjoined, the Contractor shall, at its own expense and at its option, either (a) procure for County 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) Products/Completed Operations
- (iii) Contractual
- (iv) Independent Contractors
- (v) Broad Form Property Damage
- (vi) 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 Coverage

- (i) County, members of its County 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 County. The coverage shall contain no special limitations on the scope of protection afforded to County, members of its County Commission, boards, commissions and committees, officers, agents, employees, and volunteers.

- (ii) The Contractor insurance coverage shall be primary insurance as respects County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers.
- (iv) 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 County, members of its County Commission, board, 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 County 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. County, at its sole option, may terminate this Contract and obtain damages from Contractor resulting from said breach.
- (iii) Alternatively, County may purchase such required insurance coverage (but has no special obligation to do so); and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County 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 County. At the option of County, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, members of its County Commission, board, 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 County 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 County before work commences.

SECTION 8.0 TERMINATION

- 8.1 The County may, by written notice to the Contractor, terminate this Contract in whole or in part, at any time, either for the convenience of County 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 County, the Contractor shall be paid for Vehicle Accessories and installation finally accepted and non-Vehicle Accessories received by the County 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 County for reasonable additional costs incurred by County 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 County.
- 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 a 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, either on-site in Bradford County or by the vehicle being brought to the Contractor's facility, for all warranty repairs within two (2) business days following notice from the County.

SECTION 10.0 MISCELLANEOUS PROVISIONS

- 10.1 Time shall be 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.
1855 Cassat Avenue, Unit 11
Jacksonville, Florida 32210
Attn: Sidney Wells

And to the County as follows:

Bradford County
Fleet Management Division
945-B North Temple Avenue
Starke, Florida 32091

- 10.4 Contractor shall not assign any of their rights or obligations under this Contract without prior approval by the County.
- 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 County.
- 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 competent jurisdiction in Bradford 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 or 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 County 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 County 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 the Contract. If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not 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.
- 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, installation, and non-Vehicle Accessories 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, installation, and non-Vehicle Accessories on such basis utilizing this Contract, the Contractor shall report such purchase to the County and, within thirty (30) days following final payment for each order of such Vehicle Accessories, installation, and non-Vehicle Accessories, shall provide a credit to the County, which can be used toward the purchase of such Vehicle Accessories, installation, and non-Vehicle

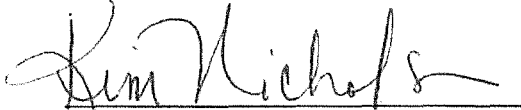
Accessories from the Contractor, in the amount of 1% of the purchase price of such Vehicle Accessories, installation, and non-Vehicle Accessories. This provision shall apply to all purchases initiated during the term of this Agreement, even if such purchase continues and payment is received after the 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. County and Contractor, by mutual agreement, may change or amend, at their discretion, the products, 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.

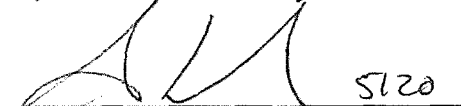
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives, effective the date first above written.

BRADFORD COUNTY, FLORIDA

Attest:



Witness as to the County

 5/20

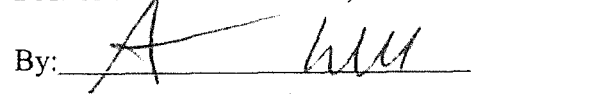
Witness as to the County

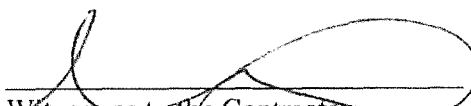
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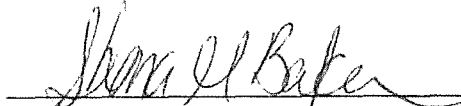

Gordon Smith, SHERIFF
(Type or print name and title of signatory)

DANA SAFETY SUPPLY, INC.

By:


Sidney Wells, General Manager
(Type or print name and title of signatory)


Witness as to the Contractor



Witness as to the Contractor

Emergency Vehicle Lighting				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
911 Signal	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
Able2 Products	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Brooking Industries	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
Code 3	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
D&R Electronics	Emergency and commercial vehicle lighting	15%	MD	Up to 5 Years
ECCO	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Federal Signal	Emergency and commercial vehicle lighting	15%		Up to 5 Years
Fenlex	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
GoLight	Scene lighting	20%	MD	Up to 5 Years
GoLight	Helios (thermal imaging) and parts / accessories	5%	Dealer	1 Year
Maxxima	Emergency and commercial vehicle lighting	15%	MD	Up to 5 Years
SoundOff Signal	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Star Warning Products	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Unity Spotlights	Scene lighting	50%	Dealer	Limited
Whelen	Emergency and commercial vehicle lighting	42%	MD	Up to 5 Years
Whelen	Parts only	30%	MD	Up to 5 Years
Vehicle Push Bumpers / Prisoner & K9 Transport				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
AceK9 / Radiotronics	K9 transport electronics	3%	Dealer	Up to 2 Years
American Aluminum	Prisoner and K9 transport	15%	Dealer	Up to 3 Years
Brooking Industries	Prisoner transport (seats and window bars)	30%	MD	2 Years
D&R Electronics	K9 Transport, cargo partitions, and window bars	15%	MD	1 Year
Go Rhino	Prisoner transport (partition and window bars) and push bumpers	18%	MD	1 Year
	Prisoner transport (seats)	8%	MD	1 Year
Havis	Prisoner and K9 transport	30%	MD	Up to Lifetime
Jotto Desk	Prisoner transport (partition, seats, window bars)	18%	MD	1 Year
Laguna	Prisoner transport (seats and window bars)	18%	MD	Up to 5 Years
Pro-gard Products	Prisoner transport (partition, seats, window bars)	20%	MD	Limited
Prisoner Transport Systems (PTS)	Prisoner transport (partition, seats, window bars)	10%	Dealer	Limited
Ranch Hand	Push bumpers	10%	Dealer	1 Year
Ray Allen	K9 transport electronics	3%	Dealer	Up to 2 Years
Setina	Prisoner (partition, seats, window bars) and K9 transport and non-lighted push bumpers	20%	MD	Up to 2 Years
Setina	Lighted push bumpers	10%	MD	Up to 5 Years
Troy Products	Prisoner transport (partition and window bars) and push bumpers	20%	MD	Up to 5 Years
Westin	Push bumpers	10%	MD	1 Year
Vehicle Weapon Mounts & Storage				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Big Sky Gun Racks	Gun racks	10%	MD	1 Year
CargoGlide	Truck storage access solution	10%	Dealer	Up to Lifetime
D&R Electronics	Gun racks and storage boxes	15%	MD	1 Year
DECKED	Storage solution for truck bed	15%	Dealer	3 Years
Go Rhino	Gun racks and storage boxes	15%	MD	1 Year
Jotto Desk	Gun racks	18%	MD	1 Year
Lund Industries	Gun racks and storage boxes	10%	MD	Limited
OPS	Storage boxes	15%	MD	Limited
Prisoner Transport Systems (PTS)	Storage boxes	10%	Dealer	Limited
Pro-gard Products	Gun racks and storage boxes	20%	MD	Limited
Rockland	Storage boxes	20%	MD	Limited
Santa Cruz Gun Locks	Gun racks	18%	Dealer	1 Year
Setina	Gun racks and storage boxes	20%	MD	Up to 2 Years
Setina	Blac-rac gun racks	0%	MD	Up to 2 Years
Troy Products	Gun racks and storage boxes	15%	MD	Up to 5 Years
Truck Vault	Storage boxes	5%	MD (Exclusive)	Up to Lifetime
Tuffy	Storage boxes	15%	MD	Limited
TuLoc / Esmet	Storage boxes	10%	MD	3 Years
Computers / Consoles / Docking Stations / Laptop and Tablet Mounts / Printers				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Brother Mobile Solutions	Printers and accessories	5%	MD	Up to 2 Years
D&R Electronics	Consoles, laptop mounts, docking stations	15%	Dealer	1 Year
Gamber Johnson	Consoles, laptop mounts, docking stations	35%	MD	Up to Lifetime
Havis	Consoles, laptop mounts, docking stations	30%	MD	Up to Lifetime
Havis	Apple related product and ICS (Integrated Control System)	3%	MD	3 Years
HINT Mounts	Consoles, laptop mounts, docking stations	12%	MD	Limited
Jotto Desk	Consoles, laptop mounts, docking stations	18%	MD	1 Year
LEM Solutions	Printer mounts	3%	MD	Limited
Lund Industries	Consoles, laptop mounts, docking stations	10%	MD	Limited
Panasonic	Laptops	5%	Dealer	Up to 3 Years
PMT (Precision Mounting Technologies)	Consoles, laptop mounts, docking stations	15%	MD	Up to Lifetime
Prisoner Transport Systems (PTS)	Consoles	10%	Dealer	Limited
RAM Products	Consoles and laptop mounts	30%	MD	Up to Lifetime
Samsung	Computing devices	5%	Dealer	Up to 3 Years
Troy Products	Consoles, laptop mounts, docking stations	18%	MD	Up to 5 Years
Radar / In-Car Video / LPR / Collision Avoidance / Vehicle Safety				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Apollo Video	In-car video	5%	MD	2 Years
Decatur Electronics	In-car video and radar	3%	MD	Up to 5 Years
Digital Ally	Body camera and In-car video	2%	MD	Limited
Genetec	LPR	5%	MD (Exclusive)	Up to 5 Years
I3 Mobile Vision / Safe Fleet	In-car video	3%	Dealer	Up to 3 Years
Mobileye	Collision avoidance	5%	MD (Exclusive)	Limited
MPH Radar	Radar	3%	Dealer	Up to 3 Years
Point Blank / Advanced Tech Group	Body camera and In-car video	5%	MD	Limited
Patrol Witness	In-car video	2%	MD	Limited
Rearview Safety	Back-up camera systems, back-up sensors, 360 systems, mobile DVRs, dash cameras	10%	Dealer	1 Year
Rostra	Back-up camera systems, back-up sensors, 360 systems, mobile DVRs, dash cameras	10%	Dealer	Up to 3 Years
Stalker	Radar	3%	MD	Up to 3 Years

Radar / In-Car Video / LPR / Collision Avoidance / Vehicle Safety (continued)				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Utility	Body camera and in-car video	3%	Dealer	Up to 5 Years
WatchGuard	Body camera and in-car video	2%	MD	1 Year
Flashlights & Other Lighting				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Bayco Products	Flashlights	30%	MD	Up to Lifetime
Maglite	Flashlights	30%	MD	Up to Lifetime
Pelican Products	Flashlights and scene lighting	25%	MD	Up to Lifetime
Streamlight	Flashlights	30%	MD	Up to Lifetime
Sure Fire	Flashlights	12%	Dealer	Up to Lifetime
Truck Toppers / Caps				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
A.R.E.	Toppers and tonneau covers	5%	Dealer	Up to Lifetime
BAKFlip	Bed cover	10%	Dealer	Up to 2 Years
Reading	Steel commercial caps	5%	MD	5 Years
Roll n Lock	Bed cover	12%	Dealer	Up to 3 Years
SpaceKap	Transferable fiberglass caps	2%	MD	Up to Lifetime
Bodies / Cranes / Truck Equipment				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
A.R.E.	Toppers and tonneau covers	5%	MD	Up to Lifetime
Buyers Products	Truck equipment and accessories	18%	Dealer	Up to Lifetime
DeeZee	Truck equipment and accessories	10%	Dealer	Up to Lifetime
Keystone Automotive	Truck equipment and accessories	10%	Dealer	Varies by Manufacturer
Liftmoore Cranes	Service cranes	5%	MD	Up to 3 Years
Meyer Distributing	Truck equipment and accessories	10%	Dealer	Varies by Manufacturer
Palfinger	Service cranes	8%	Dealer	Up to 3 Years
Reading	Crane bodies, mechanics bodies, dump bodies, stake / platform bodies, service / utility bodies	5%	MD	Up to 10 Years
Rugby Manufacturing	Dump bodies	5%	MD	Up to 3 Years
Sterling Equipment	Heavy duty push bumpers and headache racks	5%	Dealer	Up to 1 Year
Thieman Tailgates	Liftgates	5%	MD	Up to 1 Year
Venturo Cranes	Service cranes	5%	Dealer	Up to 1 Year
Van Storage Equipment				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Kargo Master	Van interior packages, van ladder racks	5%	MD	Up to Lifetime
Legend Fleet Solutions	Van interior floor and wall solutions	5%	Dealer	Limited
Masterack	Van interior packages, van ladder racks, van interior floor and wall liners	15%	MD	1 Year
OPS	Van interior packages	10%	MD	Limited
Westcan Manufacturing	Van interior packages, van interior floor and wall liners	5%	Dealer	Limited
Footwear / Apparel				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
5.11 Tactical	Apparel, bags, boots, shoes	30%	MD	Up to Lifetime
Bates	Boots and shoes	25%	Dealer	Limited
Blackhawk	Apparel, bags, boots	25%	Dealer	Up to Lifetime
Danner	Boots and shoes	18%	Dealer	Up to 6 Months
Magnum	Boots and shoes	22%	Dealer	1 Year
Propper	Apparel, bags, boots, shoes	15%	MD	Limited
Rocky	Boots and shoes	22%	Dealer	1 Year
Tru-Spec	Apparel, bags, boots	25%	MD	2 Years
DSS Products & Services				
Manufacturer	Products Offered	Pricing	Master Distributor or Dealer	Warranty
DSS Graphics	Design, printing, installation, and removal services	Quoted per Job		7 Years
DSS Products	Private label products or sole distributor products	15% off MSRP		Varies
DSS Website	www.danasafetysupply.com - All products	5% off MSRP		Varies
Fleet Safety Website	www.fleetssafety.com - All products	5% off MSRP		Varies
Install Rate	Hourly install rate for install and repair services	\$70 per hour		5 Years
Vehicle pick-up and delivery	Calculated based on round trip from DSS location to customer	\$1 per mile		
Body Armor				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Armor Express	Body armor	30%	MD	5 Years
Onyx	Body armor	15%	MD	5 Years
Point Blank	Body armor	25%	MD	5 Years
Propper	Body armor	20%	MD	5 Years
Duty Gear				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
L791 Gun Leather	Holsters	10%	Dealer	Limited
Gould & Goodrich	Holsters, belts, and accessories	30%	MD	Limited
Hero's Pride	Badges, duty gear, insignia, patches and recognitions	25%	Dealer	Limited
High Speed Gear	Holsters, belts, and accessories	10%	Dealer	Up to Lifetime
Safariland	Holsters, belts, and accessories	20%	Dealer	Up to Lifetime
Fire Gear & Tools				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
ATI Fire Products	Nozzles, hoses, and coupling	10%	Dealer	Varies
Fire Ninja	Safety vests, glow/reflect tracking decals, sub zero cooling towels, and knives	12%	Dealer	Varies
Holik	Gloves	10%	Dealer	Limited
Innotex	Bunker / turnout gear	5%	Dealer	Limited
Nupla	Fire tools	30%	MD	Up to Lifetime
Full Line Supplier of Other Items				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Aerovoe	LED flares	20%	Dealer	Up to 5 Years
Amerex	Fire extinguishers	10%	MD	Up to 12 Years
Angel Armor	Vehicle driver window armor	5%	Dealer	5 Years
ASP	Baton, flashlights, handcuffs	20%	MD	Up to Lifetime
Avon Protection	First responder Core Products (includes gas masks, etc and Accessories / Spares)	5%	MD	Varies
Blackinton	Badges, insignia, and recognitions	20%	MD	Up to Lifetime
Combined Tactical Systems (CTS)	Less lethal munitions	8%	MD	Limited
Edge Tactical	Protective and ballistic eyewear	10%	MD	Limited
Garrett Metal Detectors	Walk thru and hand metal detectors	5%	MD	Up to 2 Years
Nite Track	Night vision	5%	MD	1 Year

Full Line Supplier of Other Items				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Noptic	Vehicle mounted thermal imaging	5%	Dealer	2 Years
Pac Kit	First aid kits	20%	Dealer	Limited
Panorama Antennas	Antennas for vehicle mounting	10%	MD	Limited
Sabre	Less lethal	34%	MD	Up to 2 Years
SIG Sauer	Handguns, rifles, scopes, sights, ammunition	5%	MD (Exclusive)	Up to Lifetime
Simunitions	Non-lethal training ammunition	5%	MD	Up to 5 Years
Sirchie	Forensic, vehicle, evidence, and surveillance solutions	5%	MD	Up to Lifetime
Smith & Warren	Badges, insignia, and recognitions	20%	MD	Up to Lifetime
Theon	Night vision	10%	MD	Up to 10 Years
Tremco	Vehicle anti-theft system	10%	MD	Limited
Wanco	Arrow board, light tower, message signs, and speed signs	3%	MD	Up to 5 Years
Zoll	AED	25%	MD	Up to Lifetime
Zoll	AED accessories	10%	MD	Up to Lifetime
Vehicles				
Manufacturer	Products Offered	% over Cost	Master Distributor or Dealer	Warranty
Chevrolet	Chevrolet line of vehicles	4%	Dealer	3 Years / 36K Miles
Dodge	Dodge line of vehicles	4%	Dealer	3 Years / 36K Miles
Ford	Ford line of vehicles	4%	Dealer	3 Years / 36K Miles

**BRADFORD COUNTY
FINAL BID TABULATION
RFP NO. BCSO2019-01 LIGHTING, EMERGENCY LIGHTING, SPECIALTY EQUIPMENT,
PUBLIC SAFETY EQUIPMENT AND ACCESSORIES - PARTS SALES AND INSTALLATION
SERVICE**

BID OPENING DATE 6/24/2019

COMPANY	POINTS	ATTACHMENT A (Y/N)	ATTACHMENT B (Y/N)	ATTACHMENT C (Y/N)
Dana Safety Supply**	182	Y	Y	Y
Handy Worx	No Bid			
Morganelli & Associates	No Bid			

REMARKS: ** INDICATES INTENDED AWARDEE



9/23/2026

Chief Henry Rains
Fruitland Park Police Department

Hi Chief

Bozard Ford is pleased to submit the following quote based on Contract FSA25-VEL33.0

ITEM#250	FORD INTERCEPTOR UTILITY AWD 3.3L GAS K8A	\$43,693.00
YZ/9W	OXFORD WHITE EXTERIOR/EBONY CLTH FRNT/VINYL REAR	STD
99B/44U	3.3L V6 ENGINE/ 10 SPD AUTO TRANS	STD
52P	HIDDEN PLUNGER W/REAR HANDLE INOPERABLE	\$169.00
18D	GLOBAL LOCK/UNLOCK	NC
51R	DRIVER SIDE LED SPOT LAMP	INC
60R	NOISE SUPPRESSION BOND STRAPS	\$99.00
68G	REAR DOOR HANDLE AND LOCKS INOPERABLE	NC
153	FRONT LICENSE P[LATE BRACKET	NC
67V	POLICE WIRE HARNESS CONNECTOR KIT	\$199.00

Total	\$44,160.00
TOTAL FOR FOUR VEHICLES \$176,640	

Sincerely,

Jeff Young

Government Fleet Account Manager

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Sales Quote

Telephone: 800-845-0045

Sales Quote No.	648353-B
Customer No.	FRUIT

Bill To

CITY OF FRUITLAND PARK
ATTN: A/P
506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731
United States

Ship To

DANA SAFETY SUPPLY ORLAN
INSTALL: FRUITLAND PARK PD
ORLANDO, FL United States

Contact: J SIMONE
Telephone: 352-267-2914

E-mail: invoice@fruitlandpark.org; JSIMONE@FRUITI

Contact: ANTHONY
Telephone: 407-880-2769

E-mail: AMONTALVO@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/02/26	UPS GROUND FREIGHT		QUOTED FREIGHT	PIU PATROL BP	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Jenny Malchiodi		SHAWN ANDREAS- ORLANDO		OFFICER J SIMONE	85-8012740205c-6	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
0	0	N	VEHICLE VEHICLE - SEE SPECS BELOW Warehouse: DELAN LIST ALL VEHICLE INFO - TO INCLUDE DEALER PROVIDING VEHICLE IF REQUIRED Pricing relfects Bradford County Sheriffs Office - BCSO2019-01 YEAR: 2025 MAKE: FORD MODEL:PIU TINT		0.0000	0.00
1	1	Y	TINT Vehicle Window Tint Per Customers Specs Warehouse: ORLAN CERAMIC OR STANDARD - STANDARD LIMO, LEGAL, OR % - LEGAL WHICH WINDOWS - 2 FRONT WINDOWS FRONT STRIP (Y/N) - YES		175.0000	175.00

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Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	EMPLB01KZM-4Q4 SOI, MPWR LBAR, 55", RBW/RBW, RBW/RBW, HK44 Warehouse: DELAN 55"/140cm 10-32 Volt MPOWER 6 INCH SAE LED LIGHTBAR W/ 15' LIN DSC TECHNOLOGY /T12//T12/T18 T18 T18 T18 T18 T18\T12\T12\ /RBW//RBW/ RBW RBW RBW RBW RBW RBW \RBW\RBW\ T12 SILVER O T12 RBW CLEAR O RBW \T12\T12\ T18 T18 T18 T18 T18 T18 T18 /T12//T12/ \RBW\RBW\RBW RBW RBW RBW RBW RBW RBW/RBW//RBW/ Certs - SAE R B Accessories - PNFLBSPLT1, AUTO-DIM Mount - Fixed Height Mount (PMPLBK01) Hook - PNFLBF44 Vehicle - Ford Explorer/PI SUV w/o Roof Rack (2020-25) QSF084820			2,127.2500	2,127.25
1	1	Y	ENGSA5201 SOI 500 SERIES SIREN W/ BUILT IN LINK MODULE Warehouse: ORLAN bluePRINT® 500 Series Remote Amplifier with Link, 10-16v, 200 Watt dual-tone			657.8000	657.80
1	1	Y	ENGCP18004 SOI ROTARY CONTROL PANEL W/MICROPHONE Warehouse: ORLAN Rotary Control Panel with Microphone, compatible with bluePRINT® Control Systems (Remote)			171.2000	171.20

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Entered By			Salesperson		Ordered By		Resale Number
Jenny Malchiodi			SHAWN ANDREAS- ORLANDO		OFFICER J SIMONE		85-8012740205c-6
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	N	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: DELAN			174.6800	174.68
1	1	N	ENGHNK05 SOI 18" REMOTE NODE HARNESS Warehouse: DELAN 18 inch Harness Kit for Remote Node			44.1900	44.19
1	1	Y	ENGLNVH018 500 LINK 25/26 F-150/250 2024+ PIU/EXPLORER Warehouse: ORLAN Vehicle Harness for bluePRINT® 500 with Link with 25' data cable for Ford F-150 2024-2025, Ford Police Interceptor / Explorer 2025			183.7500	183.75
1	1	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: ORLAN			222.4000	222.40
2	2	N	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: DELAN MOUNT ON PUSH BUMPER LOWWER CROSS MEMBR			158.0000	316.00
1	1	N	EMPS2QMS4E SOI MPOWER FASCIA 4"12-LED QUICK MNT BLUE/WHITE Warehouse: DELAN Blue/White under hatch passenger side constant white option			100.8800	100.88

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Jenny Malchiodi		SHAWN ANDREAS- ORLANDO		OFFICER J SIMONE	85-8012740205c-6	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	N	EMPS2QMS4D SOI MPOWER FASCIA 4"12-LED QUICK MNT RED/WHITE Warehouse: DELAN Red/White under hatch driver side constant white option		100.8800	100.88
4	4	N	ELUC3H010J SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/BLUE Warehouse: DELAN HEADLIGHTS - 2 REVERSE LIGHTS - 2		68.6300	274.52
2	2	N	EMPS4STS5RBW SOI, MPWR HD, 4", STM, CLR HSG, RED/BLU/WHT Warehouse: DELAN mount in shrouds each side cargo window		112.1300	224.26
2	2	N	PMP2WSSSB SOI 4" MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: DELAN		13.1300	26.26
2	2	Y	PMP2BK012 SOI MPOWER SIDE-MOUNT WINDOW BRACKET KIT Warehouse: DELAN BKT TO BE USED WITH SIDE MT LIGHTS IN SHROUD		20.5600	41.12

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Jenny Malchiodi			SHAWN ANDREAS- ORLANDO		OFFICER J SIMONE		85-8012740205c-6
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	N	EMPS2QMS5RBW SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/WHT Warehouse: DELAN (1) ON EACH SIDE OF TAG INTEGRATED BRAKE LIGHT REVERSE LIGHT			112.1300	224.26
1	1	Y	ECVDMLTAL00 SOI UNIVERSAL DOME LIGHT ALL LED, RED/CLEAR Warehouse: DELAN			67.3800	67.38
1	1	Y	78101 SLI STINGER 2020 W/ AC&DC CHARGER Warehouse: DELAN			159.3400	159.34
1	1	N	C-VS-1012-INUT-2 HAV 22" ANGLED CONSOLE, 20-25 PIU Warehouse: DELAN C-EB40-SO5-1P			435.6300	435.63
1	1	N	C-MD-119 HAV 11" SLIDE-OUT LOCKING SWING ARM - LOW PROFILE Warehouse: DELAN			244.3800	244.38
1	1	N	C-PM-134-PC HAV BROTHER POCKETJET 8 PRINTER MOUNT, FORD PIU Warehouse: DELAN			235.6300	235.63
1	1	N	CUP2-1001 HAV Self-Adjusting Double Cup Holder Warehouse: DELAN			45.6300	45.63

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Entered By			Salesperson		Ordered By		Resale Number
Jenny Malchiodi			SHAWN ANDREAS- ORLANDO		OFFICER J SIMONE		85-8012740205c-6
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	N	C-LP3-USB-BL1 HAV CONSOLE ACCESSORY BRACKET KIT W/ 3 LIGHTER P Warehouse: DELAN			123.7500	123.75
1	1	N	C-ARM-102 HAV ARM REST - MOUNTS TO SIDE OF CONSOLE BOX Warehouse: DELAN			71.8800	71.88
1	1	N	UT-1001 Hav Universal Rugged Cradle for approximately 11"-14" Warehouse: DELAN			225.6300	225.63
1	1	Y	PK0316ITU252ND SMC #12VS 2ND COATED POLY PARTITION, 25 PIU Warehouse: DELAN			496.3000	496.30
1	1	Y	#12VS 2ND COATED POLY PARTITION BEHIND 2ND ROW SEAT 25-25 INTERCEPTOR UTILITY PK0602ITU20TM SMC #10VS C RP UNCOATED POLY Partition Warehouse: DELAN #10VS RP C Horizontal Sliding Window Uncoated Polycarbonate WitH Expanded Metal Window Security Screen Recessed Panel Partition TM (Tall Man) For PIU 2020 on			797.3000	797.30

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506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731
United States

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DANA SAFETY SUPPLY ORLAN
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10/02/26	UPS GROUND FREIGHT		QUOTED FREIGHT	PIU PATROL BP	NET30
Entered By		Salesperson		Ordered By	Resale Number
Jenny Malchiodi		SHAWN ANDREAS- ORLANDO		OFFICER J SIMONE	85-8012740205c-6
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	QK0634ITU20 SMC OEM REPLACEMENT SEAT WITH CTR PULL BELTS Warehouse: DELAN FITS 2020+ FORD PIUT *****	790.3000	790.30
1	1	N	WK0514ITU20H SMC Window Barrier Steel Horizontal Warehouse: DELAN	237.3000	237.30
1	1	N	DPCP47UINT20 PG REAR DOOR HANDLE COVER PLATE Warehouse: DELAN	41.2500	41.25
1	1	N	BK2168ITU20 SMC PB450L With SOUNDOFF SIGNAL MPOWER Warehouse: DELAN SOUNDOFF RED BLUE WHITE WHITE SCENE	839.3000	839.30
1	1	N	GK20041UHK SMC D T-RAIL MOUNT 1 UNIV HK KEY Warehouse: DELAN	300.3000	300.30
1	1	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: DELAN LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****	437.0000	437.00

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DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Sales Quote

Telephone: 800-845-0045

Sales Quote No.	648353-B
Customer No.	FRUIT

Bill To

CITY OF FRUITLAND PARK
ATTN: A/P
506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731
United States

Ship To

DANA SAFETY SUPPLY ORLAN
INSTALL: FRUITLAND PARK PD
ORLANDO, FL United States

Contact: J SIMONE
Telephone: 352-267-2914

E-mail: invoice@fruitlandpark.org; JSIMONE@FRUITI

Contact: ANTHONY
Telephone: 407-880-2769

E-mail: AMONTALVO@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/02/26	UPS GROUND FREIGHT	QUOTED FREIGHT	PIU PATROL BP	NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Jenny Malchiodi		SHAWN ANDREAS- ORLANDO	OFFICER J SIMONE	85-8012740205c-6	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: DELAN BRAKE OVERRIDE ON TAG LIGHTS CRUISE LIGHTBAR ONLY CUSTOMER WILL SUPPLY FOR INSTALLATION PRINTER TO HAVE POWER CORD HARD WIRED, AXXON CAMERA INSTALL ***NO PREWIRE FOR RADIO OR INSTALLATION OF RADIO INCLUDED *** FOR SCHEDULING INSTALLATION AND PICK UP PLEASE CONTACT THE PERSON LISTED BELOW: CONTACT NAME: J SIMONE CONTACT RANK: OFFICER CONTACT CELL NUMBER: 352-267-2570 EMAIL: JSIMONE@FRUITLANDPARK.ORG - PIGGYBACK USING BRADFORD COUNTY CONTRACT # BCSO2019-01 Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days	4,370.0000	4,370.00

Print Date	10/05/26
Print Time	04:59:15 PM
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Subtotal	14,982.75
Freight	675.00
Order Total	15,657.75

By accepting this quote/order, the customer expressly acknowledges and agrees that to the extent not expressly prohibited by law, and except to the extent arising from or relating to the gross negligence or willful misconduct of DSS, its agents or its employees, DSS shall not be liable to the customer, or any third party for any damage to the vehicle/products resulting from or arising out of any ACTS OF GOD, including without limitation, any fires, floods, earthquakes, tornados, hail or similar weather events.