

# FSA Cooperative Purchasing Program



**Contract: FSA18-VEH16.0**  
**Cab & Chassis Trucks & Heavy Equipment**

**Contract: FSA18-VEL26.0**  
**Police Rated, Administrative,  
Utility Vehicles, Trucks and Vans**

## Contract Terms and Conditions

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
Contract Terms and Conditions Rev 7/20/2018

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**1.0 GENERAL CONDITIONS**

**1.01 BID CORRESPONDENCE**

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

The contact for this bid are:

FSA Cooperative Purchasing Program Coordinator  
E-mail: [cpp@flsheriffs.org](mailto:cpp@flsheriffs.org)  
Phone: 850-877-2165 ext. 241  
Fax: 850-878-5115

Annette Grissom, FSA Cooperative Purchasing Program Manager  
E-mail: [agrissom@flsheriffs.org](mailto:agrissom@flsheriffs.org)  
Phone: 850-877-2165 ext. 231  
Fax: 850-878-5115

All communication and/or document submissions for this Invitation to Bid should be identified by contract title and number and directed to:

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

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## 1.02 PURPOSE

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

Trade-ins are not addressed in this contract. If a purchaser has a desire to offer vehicles/equipment for trade to the vendor, the Purchaser and dealer may do so at their sole discretion, by separate agreement. Under no circumstances shall trade-in transactions be deemed to constitute part of, or to have been conducted pursuant to, this contract.

## 1.03 TERM OF CONTRACT

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

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

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

Prior to completion of each contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, or as a result of any changes to national or state standards that require substantial cost adjustments, or in the event of material changes in tariffs that result in cost increases of 15% or more.

## 1.04 ESTIMATED QUANTITIES

In FY 2015-16, eligible users purchased approximately 13,560 vehicles and pieces of equipment from this contract. These estimated figures are given as a guideline for bidders preparing bids.

Quantities provided to not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

## 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 Statute that would otherwise require sealed and competitive bidding procedures.

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It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. 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 the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency 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 Dollar.

#### 1.08 GENERAL DEFINITIONS

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

- a. Administrator: The Florida Sheriffs Association in its role in administering the solicitation and contract administration process for the Florida Sheriffs Association and the Florida Association of Counties or their designee.
- b. Bidder: A proposer or enterprise that submits a formal offer to the FSA Cooperative Purchasing Program Administrator in accordance with the Contract Terms and Conditions.
- c. Dealer: A manufacture's certified representative authorized by the manufacturer to market, sell, provide, and service the vehicles/equipment for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- d. 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.
- e. Factory: Refers to the manufacturer; the assembly line.
- f. Fleet Advisory Committee (FAC): An employee of a sheriff's office or other local governmental agency, or any other person who FSA identifies as subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The Fleet Advisory Committee makes recommendations to the Administrator and is not responsible for final awards.
- g. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the bid specifications found at <https://VeBA.flsheriff.org>



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and references to solicitation documents. The term shall not include request for proposals, request for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

- h. Manufacturer: The original producer or provider of vehicles or equipment offered on this contract.
- i. Manufacturer's Suggested Retail Price (MSRP): Manufacturer's Suggested Retail Price (MSRP) represents 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:
  - 1. Manufacturer's Computer Printouts; Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent
  - 2. Chrome Systems, Inc.'s PC Carbook (PC Carbook Plus and PC Carbook Fleet Edition)
  - 3. Manufacturer's Annual U.S. Price Book
  - 4. Manufacturer's official website
- j. Non-Scheduled Options: Any optional new or unused component not specified, feature or configuration not included in the base representative vehicle model specifications or options.
- k. Production Cutoff: A term used by manufacturers to notify dealers that the factory has reached maximum capacity for orders. Vehicle manufacturers use this term when referring to any given model year for production.
- l. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- m. Purchaser: A Purchaser is an entity that seeks to obtain vehicles or equipment off this contract by meeting the eligible user criteria or with vendor approval.
- n. Purchase Order: A documented agreement formalizing the terms and conditions of this contract under which a vendor furnishes vehicles or equipment to a purchaser.
- o. Third Party Supplier: Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished vehicle. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor. Third Party Suppliers may also be referred to as upfitters within this document.
- p. Vehicle Bid Award System (VeBA): The online system used for the submission of electronic bids and tabulation of bid results for the specifications connected to this Invitation to Bid.
- q. Vendor: The bidder that has been awarded and agrees to provide products, vehicles, or equipment, which meet the requirements and base specifications. The vendor must agree to the contract terms and conditions of the contract before being awarded to the contract.
- r. Vendor Installed: A product or service provided by the vendor or other third party; not the factory.

## 1.09 ELIGIBLE PURCHASERS OF CONTRACT

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Awarded bids, or contract prices, will be extended and guaranteed to any unit of local government, political subdivision or agency of the State of Florida. 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, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida.

All purchasers are bound by 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, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract to include out of state sales. Vendors are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract.

#### **1.10 LEGAL REQUIREMENTS**

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

#### **1.11 PATENTS & ROYALTIES**

The bidder, without exception, shall indemnify and hold harmless the 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 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 Contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the Administrator immediately.

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract.

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#### **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 AMERICAN 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 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 at the Bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

#### **1.16 MINORITY BUSINESS ENTERPRISE (MBE)**

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

#### **1.17 ANTI-DISCRIMINATION**

The bidder certifies that he/she is 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.

#### **1.18 BEST COMMERCIAL PRACTICES**

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

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

#### **1.19 PUBLIC ENTITY CRIMES (PEC)**

In accordance with the Public Entity Crimes Act, Section 287.133, 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

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construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Vendor, supplier, Sub-Vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 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.

#### 1.20 TAX EXEMPTION

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

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

#### 1.21 TAXES

Customers 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.

#### 1.22 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

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

1. Addenda to Contract Terms and Conditions, if issued
2. Contract Conditions
3. Addenda to Bid Specifications, if issued
4. Bid Specifications
5. Bidder Instructions
6. General Conditions

#### 1.23 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the contact persons identified in Section 1.01 of this procurement.

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

#### 1.24 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted by e-mail to [CPP@flsheriffs.org](mailto: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 Cooperative Purchasing Program website on the date indicated on the Bid Calendar.

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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.

Questions received after the cone of silence date listed on the bid calendar will not be addressed. The Administrator reserves the right to address technical questions.

The FSA shall issue a Formal Addendum if substantial changes which 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 Addenda shall govern over prior Addenda only to the extent specified.

FSA will make every attempt to e-mail updates to registered bidders. However, posting on the FSA website constitutes proper notice of addenda.

The bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided. Failure to acknowledge Addendum shall deem the bid non-responsive; provided, however, that the FSA may waive this requirement in its best interest. 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.

#### 1.25 SIGNED BID CONSIDERED AN OFFER

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 and in case of default on the part of successful Bidder, after such acceptance, the FSA may procure the items or services from other sources. The bid submission must be signed by an authorized representative.

An electronic signature may be used and shall have the same force and effect as a written signature.

#### 1.26 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.

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 reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

#### 1.27 TERMINATION OF PRODUCT LINE

If an FSA-awarded vendor terminates a product line (manufacturer or brand), the dealer is required to notify the FSA Cooperative Purchasing Program Coordinator within 10 business days of the decision not to retain the product line.

In the event a manufacturer reassigns the product line to an alternate dealer, the manufacturer and the vendor are required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the dealer is not already an approved FSA vendor, the dealer is required to apply to the FSA to become an approved vendor prior to conducting any qualified sales. The vendor and

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the manufacturer are required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

#### **1.28 METHOD OF AWARD**

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation.

The FSA reserves the right to make multiple awards within a specification, if deemed in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA website according to the date posted in the bid calendar.

#### **1.29 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.

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

The FSA may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require 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.

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

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

#### **1.30 VENDOR ABILITY TO PERFORM**

During the contract period, FSA may review the vendor's record of performance to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA 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 awarded.

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

#### 1.31 FINANCIAL RESPONSIBILITY

Bidder affirms by the signature on the contract signature page 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 bid, and has the adequate facilities and personnel to fulfill such requirements;
- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award;
- Has assessed the *financial responsibility required to serve the contract as bid*, including such details as the obligations to perform all specifications bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 days from receipt of invoice; and
- Assumes full responsibility that all vehicles delivered to the purchaser are free and clear of all outside liens, encumbrances, security interests apart from the dealer floor plan or other dealer inventory finance security interest.

#### 1.32 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.

Products 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 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.

#### 1.33 NONCONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded Vendor list.

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- FSA and Purchasers being advised not to do business with vendor.

### 1.34 GRATUITIES

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

### 1.35 TIE BIDS

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

- Bidder Within the State of Florida
- Dealers performance record with purchasers
- Coin Toss

### 1.36 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify Vendor's sales.

FSA 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 users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, 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 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 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. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third party supplier 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.



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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 under reporting, overpricing or overcharges (of any nature) by the vendor to FSA or a customer 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 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.

### **1.37 LIABILITY, INSURANCE, LICENSES AND PERMITS**

Where bidders 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 successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable county and municipal code requirements. The bidder shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the bidder or any person the bidder has designated in the completion of the contract as a result of his or her bid.

### **1.38 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE**

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Bidder Instructions.

After acceptance of bid, the FSA will notify the successful bidder to submit the applicable certificates of insurance in the amounts specified in the Bidder Instructions and/or Insurance Checklist.

Purchaser 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.

### **1.39 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.

### **1.40 COLLUSION**

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may collectively choose to agree to increase or decrease its product base price in one or more zones to maximize awards thus denying the public a fair price.

Examples of Bid Collusion:

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- Cover bidding: a competitor agrees to submit a non-competitive bid that is too high to be accepted or contains terms that are unacceptable to the buyer.
- Bid suppression or withdrawal: a competitor agrees not to bid or to withdraw a bid from consideration.
- Market sharing: a competitor agrees to submit bids only in certain geographic areas or only to certain public organizations.
- Bid rotation: competitors agree to take turns at winning business while monitoring their market shares to ensure they all have a predetermined slice of the pie.

Bidders or vendors who have been found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Vendors or dealers and their representatives may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealerships which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

#### 1.41 DEFAULT

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

In case of default on the part of awarded bidder, the FSA 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 bidder may be held liable for costs incurred by the FSA in procuring replacement products.

#### 1.42 PROTESTS AND ARBITRATION

Options are for informational purposes only and will not serve as a basis for protest.

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the Administrator 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. 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

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validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any person who files an action protesting a decision or intended decision pertaining to this contract shall post with the Florida Sheriffs Association at the time of filing the formal written protest or within the five (5) day period allowed for filing the formal written protest, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. FSA 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 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 provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. 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 attorney 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 attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

#### 1.43 NONPERFORMANCE

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the Administrator shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The Administrator has the discretion to remove a noncompliant vendor from future competitive bid solicitations.

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At the Administrator's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the Administrator.

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

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or dealer 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 is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the vehicle or equipment is a base model or whether it includes options. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the vehicles or equipment may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to Section 3.28 and any attorney's fees incurred in the recovery of these damages.

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

#### **1.44 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.

#### **1.45 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 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.

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

Notwithstanding the above, the 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 off set until such time as the exact amount of damages due the FSA from the vendor is determined.

#### 1.46 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective 30 days following receipt by vendor of such notice.

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

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

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

#### 1.47 CONTRACT ADVERTISMENT AND USE OF FSA LOGO

The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the 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 the logo by contacting [cpp@flsheriffs.org](mailto:cpp@flsheriffs.org), and should include a brief description of the how the vendor intends to use the logo.

The official FSA sheriff's star and wreath logo may not be used without prior written permission. The request must include a detailed explanation for intended use of the FSA logo.

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**2.0 BIDDER INSTRUCTIONS**

**2.01 FIRST YEAR BIDDER QUALIFICATIONS**

In order for bids to be considered, first year Bidders to the Florida Sheriffs Association Cooperative Purchasing Program must provide supporting material with their bid submission to demonstrate that they are qualified to satisfactorily perform as an awarded vendor.

Supporting material shall be provided on a thumb drive and shall include:

- a. All information necessary to certify that the bidder maintains a permanent place of business;
- b. A statement from the manufacturer that the bidder is an authorized distributor for the proposed manufacturer;
- c. Information that the Bidder has not had just or proper claims pending against them or their company;
- d. A listing of contracts for similar services that have been provided to public or private sector clients within the last three (3) years;
- e. Shall furnish the names, addresses, and telephone numbers of 5 government agencies for which the Bidder is currently providing or has provided similar services; and
- f. A Request for Consideration letter on company letterhead, which shall be dated prior to the bid submission date, which should include:
  1. The length of time the company has been in business;
  2. The Dun and Bradstreet and/or Experian Business number;
  3. If the company currently sells on a state or federal contract, if so identify which contract(s);
  4. How many years of experience in government sales the company has;
  5. Whether the company can accommodate fleets sales.,
  6. Proof of a business line of credit from the guarantor used to support government fleet operations;
  7. Additional information about the product line; and
  8. Whether the company has ever been disqualified from any contract, if so identify which contract(s).

**2.02 LICENSING/FACILITIES**

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

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

**2.03 INSURANCE AND INDEMNIFICATION**

Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and

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description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

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

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

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

The vendor at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work. The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist. The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist.

No change or cancellation in insurance shall be made without 30 days written notice to the FSA Cooperative Purchasing Program Administrator.

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

Original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein shall be filed within five days of bid award. The certificate must state Bid Number and Title. Vendor may not begin performance under the contract until such Certificates have been approved by the Administrator.

Upon expiration of the required insurance, the vendor must submit updated certificates of insurance for as long a period as any work is still in progress.

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

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

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

The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000 for each occurrence and for all damages to the property of others in and up to the amount of \$1,000,000 for each occurrence per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

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

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

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

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

Insurance coverage required in this contract shall be in force throughout the contract term. The required Insurance Checklist summarizes the vendor's insurance obligations, if awarded.

The Administrator can request and the vendor shall furnish proof of insurance within seven days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof.

If bidder does not meet the insurance requirements of the specifications; the Administrator may consider alternate insurance coverage.



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#### 2.04 SPECIFICATIONS

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

The bid specifications are contained at <https://VeBA.flsheriffs.org>. The FSA base specifications are incorporated in this document by reference.

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

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

#### 2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder on the Bid Forms shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension.

#### 2.06 SEALED BIDS

A sealed bid is a completed bid that is submitted in a sealed and unopened container clearly marked with the Bid Title and Number. One electronic copy of the bid submission as well as any other required documentation must be turned in for the bid to be considered for award. Electronic copies shall be submitted on a labeled USB flash drive.

Sealed bids should be sent to the attention of FSA Cooperative Purchasing Program Coordinator, Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, FL 32308. Faxed or e-mailed bids will not be accepted.

#### 2.07 EXCEPTIONS, OMISSION AND ERRORS

Any exceptions, deviations, or contingencies a bidder may have to specifications or Contract Conditions, Section 3.0 of this document, must be documented in bidder's submission. Exceptions to the specifications at the time of the bid submission shall reference the section and with a written explanation for the request for exception. At FSA's discretion, exceptions, deviations, or contingencies to the specifications or Contract Conditions stipulated by the bidder may result in disqualification of a bidder's submission.

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

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

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Exceptions, deviations or contingencies to the General Conditions or Bidder Instructions, other than those determined to constitute minor irregularities and waived by the FSA pursuant to Section 2.26, may be cause for the rejection of a bidder's submission.

## 2.08 MISTAKES

Bidders are expected to examine the 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.

## 2.09 EQUIVALENTS

Bidders must first request approval from the Administrator before submitting a bid that includes an equivalent that will supplement an item on the base specification. The Administrator will determine whether the proposed equivalent is equal to or exceeds the quality, design and construction than the intended replacement item in the base specification.

Bidders must provide the manufacturer name and model number (or product identifier) of each equivalent when seeking approval. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specific replacement item.

If the equivalent is approved, the bidder must include the supporting material in the bid submission. Bids will not be considered without this information. If a bid uses equivalents without prior approval, the bid will be deemed nonresponsive.

Vendors offering alternate makes and manufacturers of vehicles or equipment that are not specifically identified in the bid, cannot publish or offer the unapproved equivalents. Offerings of this nature will cause the bid to be rejected. If such offerings are identified after the award has been granted, the offerings, specification or entire award can be removed by the Administrator.

When selling equivalents, vendors must disclose to the purchaser that an approved equivalent is being offered.

## 2.10 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA Cooperative Purchasing Team to meet in person to clarify questions on the terms and conditions and to confirm all base specifications are correct.

Bidders have the opportunity to suggest technical modifications or corrections before the specifications are finalized. Questions relating to the specifications, the bid process, or award can be asked at the Pre-Bid Meeting.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested prior authorization, signs a memo of understanding to agree 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.

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#### 2.11 QUALIFICATION

Prospective bidders are required to complete the qualification forms by the date listed on the Bid Calendar. A bidder becomes a qualified bidder if they comply with this section and Section 2.10, Mandatory Pre-Bid Meeting.

Qualification forms include:

- Drug-Free Workplace Form,
- Insurance Checklist, and
- Manufacturer Certification Form for each manufacturer bid for Contract FSA18-VEH 16.0 **only**.
  - o Note: Manufacturer Certification Forms are **not** required for Contract FSA 18-VEL26.0.

The qualification forms are located in the appendices, and can be found online at: <https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements>. Qualification forms must be submitted by email to [cpp@flsheriffs.org](mailto:cpp@flsheriffs.org).

#### 2.12 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of 60 calendar days from the date of bid opening. Each specification, make and model must be priced and bid separately.

Prices should reflect the final cost the bidder can expect to receive for payment for the specifications bid. These prices must be inclusive of all of the components included in the base specification.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined in Section 3.28.

Prices must be Free On Board (FOB) destination.

Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

#### 2.13 OPTION PRICING

The Administrator has the discretion to disqualify bidders if the option pricing is excessive.

The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory add options included in the bid submission and in resulting customer orders, if awarded.

Agencies are encouraged to negotiate option pricing with vendors. Discounts can be provided beyond published list price of add options. The additional discounts for each add option shall be decided by the vendor.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e. model or engine upgrade), bidder must calculate the option price as

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the difference between dealer cost on the representative base vehicle and total MSRP of the requested option modifying the vehicle.

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

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

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

The use of options to facilitate the sale of an alternate Manufacturer's product which is outside the scope of the written base specification will be construed as noncompliant and the bid will be rejected in whole or part by the FSA Cooperative Purchasing Program Administrator.

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

Factory package options are allowable under this contract. Factory package options must be included in the add options within the bid document and detailed specifically as to what components the package includes.

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

Option pricing will include all costs of labor associated with the option and should not be listed separately within the bid document.

## 2.14 EMERGENCY LIGHT AND SIREN CERTIFICATION STANDARDS

Vendors that will install emergency lights and sirens are required to submit their Society of Automotive Engineers (SAE) Certifications at the time of bid submission. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the FSA Contract.

Vendors that will provide or contract to provide emergency light and siren upfitting must also submit EVT Certifications for the vendor or the designated third party supplier at the time of bid submission.

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

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

FSA reserves the right to accept certifications up and until final award.

## 2.15 SUBMITTAL OF BID

Bidders are required to submit a bid in VeBA. VeBA submissions include pricing for the base specification, option descriptions and option pricing, and any applicable light bar package pricing.

In addition to VeBA submissions, FSA requires that vendors submit a complete bid package to FSA on a USB drive. The complete bid package includes a .pdf copy of the VeBA submission and all other required documentation. Electronic signatures are authorized. However, the Contract Signature document also requires notarization. Notaries can be performed electronically if they meet the statutory requirements.

Bids submissions must be received by the date listed on the bid calendar. Late bids will not be considered and VeBA will not accept bids after midnight on the closing date as specified in the Bid Calendar.

#### Vehicle Bid Award System (VeBA)

Bidders must submit their bid electronically on VeBA, which is located at <https://veba.flsheriffs.org>. Bids not submitted within VeBA will be rejected.

After the pre-bid meeting, user names and passwords will be issued to qualified bidders. Bidders are encouraged to download and review the instructions located on the home page of VeBA. Instructions for entering and submitting bid specifications, as well as lightbar package pricing, are included on the VeBA site. Questions regarding the use of VeBA should be addressed to [support@liquifusion.com](mailto:support@liquifusion.com).

Bidders who intend to bid on emergency vehicles are also required to submit their lightbar package pricing through a separate document housed on the VeBA website during the VeBA submission process.

Prices are to be rounded to the nearest whole dollar (i.e. \$10, not \$10.05).

Vendors will have the option to use an electronic upload for specification options to VeBA. Instructions and deadlines for this upload will be provided to all interested bidders. Electronic upload of option descriptions is not mandatory and is an alternative method for entering option detail for a bidder's submission. This option upload does not apply to base specification pricing. If the vendor seeks to utilize the option upload during the bid submission process, the vendor acknowledges that a contractor to FSA will have access to the vendor's upload data. The contractor has signed a confidentiality agreement agreeing to maintain vendors' data as confidential and agrees that the data may only be used for the purposes of uploading the option data to the VeBA system. The contractor has acknowledged that any misuse of the data may result in liability to the vendor owning such data and may result in such vendor bringing legal action against the contractor. By using this option upload, the vendor acknowledges that the vendor is solely responsible for ensuring that the data uploaded is accurate and complete.

#### Bid Package Submission

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In addition to submitting the bid via the VeBA system, one electronic copy of the bid package on a labeled USB drive must be delivered to FSA. Bid packages must be labeled with the contract title and number.

Mail sealed bid packages to the attention of:

FSA Cooperative Purchasing Program Coordinator  
Contract: {Enter Contract Title and Number}  
Florida Sheriffs Association  
2617 Mahan Drive  
Tallahassee, Florida 32308

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

The USB drive must be labeled with the vendor's information, and shall include the following documents:

- Executed Contract Signature Page
- Cover sheet, found on VeBA;
- Applicable licenses or certifications, including but not limited to SAE or EVT certifications
- Pricing Sheet for Emergency Vehicle Lighting and Emergency Light and Siren Certifications, if applicable
- One pdf copy of the VeBA bid submission and one build sheet for each specification bid
  - Materials for each specification must be housed in a single folder labeled by specification
  - A build sheet is a document from the bidder or manufacturer that confirms that the vehicle or equipment bid matches the FSA base specification. If using the manufacturer's print-out, the document shall indicate the manufacturer's base model code and display the standard equipment required to provide the base vehicle as outlined in the FSA specification. For example, manufacturer print-outs can include Ford – Dora, General Motors – GM Autobook. Carbook Pro build sheets are acceptable. If vendor installed aftermarket components are required to meet the base vehicle specification and these components must be identified on the build sheet.
- Documentation as required in Section 2.01 for first year bidders
- Any requested equivalents or exceptions

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per vehicle/equipment, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the Administrator's discretion.

## 2.16 ZONE BIDDING

Bidders are allowed to bid in one or more geographic zones. The zone map is Appendix B. A space is provided for the bidder to indicate zone bidding. Absence of any indication of a particular zone will mean that bids for each specification will be considered in all zones.

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#### **2.17 EXECUTION OF BID**

By submitting a response to this Invitation to Bid, the vendor agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature document with the signature of an authorized representative no later than the date of the final award.

#### **2.18 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 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 believes that the bidder must withdraw the bid, the bidder must contact the Administrator immediately. Bid withdrawals are handled on a case by case basis, and can result in a limitation of participation in future bids.

#### **2.19 LATE BIDS**

Any bid or bids received after time and date specified in the Bid Calendar will be returned to the bidder unopened. The responsibility for submitting a bid before the stated time and date is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or unavailability other than instances in which the VeBa system is offline, delays incurred by mail or courier service, including U.S. Mail, or any other occurrence. Any reference to time will be based on Eastern Standard Time.

#### **2.20 BID OPENING**

Bids shall be opened on the date and time specified on the Bid Calendar.

#### **2.21 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 Contract.

#### **2.22 RESPONSIBLE BIDDER CRITERIA**

Bids will be evaluated to determine if eligibility 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.

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;

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- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts;
- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to first year bidders, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process if the Administrator determines this information is necessary to award the bid.

FSA reserves the right to determine which responses meet the requirements, specifications, terms and conditions of the solicitation, and which bidders are responsive and responsible.

## 2.23 BASIS FOR AWARD

The Administrator shall make awards to the lowest bidder by specification, by manufacturer and by zone to bidders deemed to be responsive and responsible. Awards may also be made to the second lowest bidder by specification, by manufacturer and by zone, if applicable and determined to be in the best interest of the FSA and the purchaser.

The Fleet Advisory Committee serves as the initial review for bid submissions. The Fleet Advisory Committee's review is submitted to the Administrator for final evaluation and determination of award.

The add options in the bid shall be for informational purposes only and will not serve as a basis for bid protest. However, the Administrator has the discretion to consider option pricing in making the award if doing so would be in the best interests of the FSA or the purchaser.

The Administrator 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.

## 2.24 BID WITHDRAWAL

Bidder warrants by virtue of bidding it is submitting a firm bid and the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening unless otherwise agreed to by the FSA.

If a bidder believes that the bidder must withdraw the bid, the bidder must contact the Administrator immediately. Bid withdrawals are handled on a case by case basis, and can result in a limitation of participation in future bids.

## 2.25 BID TABULATIONS

The Bid Tabulation report will be posted to the Cooperative Purchasing Program website after the electronic bid process closes as indicated in the Bid Calendar. <https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/dealers-only>

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



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#### **2.26 MINOR IRREGULARITIES/RIGHT TO REJECT**

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA 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 may allow a vendor to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a vendor to provide clarifying information or additional materials to correct the irregularity. However, the FSA will not request and a vendor may not provide the FSA with additional materials that affect the price of the bid, or give the vendor an advantage or benefit not enjoyed by other vendors.

The FSA may also reject any bids not submitted in the manner specified in this document.

#### **2.27 CONE OF SILENCE**

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens 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 FSA Cooperative Purchasing Program website or VeBA, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the procurement contacts identified in Section 1.01 of this Invitation to Bid. Bidders are encouraged to read the instructions and view the tutorial video regarding operation of VeBA. FSA is not responsible for bidder's improper use of the VeBA system or website. Exceptions will be granted to this section should any website malfunctions occur.

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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 vehicles and equipment purchased from this contract.

**3.02 STATEMENT OF AUTHORITY**

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

**3.03 VENDOR CONTACT INFORMATION**

The vendor will maintain current contact information with FSA at all times.

If a change occurs during the contract, the vendor must notify the Administrator immediately. The Vendor Change Document must be completed, signed by an authorized representative and submitted via e-mail to [CPP@flsheriffs.org](mailto:CPP@flsheriffs.org).

A sample Vendor Change Document can be found in Appendix A and online at:  
<https://www.flsheriffs.org/uploads/FSA%20Bid%20Award%20Vendor%20Info%20Change%20Document%20REV%205-16A%281%29.pdf>.

**3.04 OPTION TO RENEW WITH PRICE ADJUSTMENT**

The contract may be renewed by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year to year basis. The FSA reserves the right to in its sole discretion elect to renew the contract in whole or in part

Prior to completion of each exercised contract term, the FSA may consider an adjustment to price due to changes to the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, or as a result of any changes to national or state standards that require substantial cost adjustments.

Prices may be increased or decreased by the percentage change reflected in the nationally published PPI. The Administrator shall determine the PPI based on the initiated timing of the renewal that best reflects adjustments to the economy over the previous 12 months.

In the event of changes to national or state standards, the vendor must present verifiable changes in cost to the Administrator. The Administrator will consider the cost changes and will make a final determination on the change in price.

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For any vendor-initiated adjustment to commence on the first day of the renewed contract term, the vendor's request or adjustment should be submitted one hundred and twenty (120) days prior to expiration of the then current contract. The vendor adjustment request must clearly substantiate the requested increase. 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 pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

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

### **3.05 ADDITIONS AND DELETIONS**

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

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, 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;
- Dealer/Manufacturer performance; or
- Lack of relevance of products/commodities.

### **3.06 EQUITABLE ADJUSTMENT**

The Administrator may make an equitable adjustment to the contract terms or pricing at its discretion.

### **3.07 DISCOUNTS**

Discounts shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any vehicle, equipment and factory add options.

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

Discount ranges are not permissible. Discounts must be a whole, positive percentage with no decimal place (e.g. 10%).

### **3.08 CONDITIONS**

It is understood and agreed that any item offered or shipped as a result of this bid shall be the most current model offered, i.e. the most current production model at the time of this bid.

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#### **3.09 PRODUCTION CUTOFF**

Vendor shall notify the Administrator 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. Notification shall be provided in writing.

Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer.

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

Purchase orders issued and received after the 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 specifications, FSA may consider substitutions from the same manufacturer.

#### **3.10 FACILITIES**

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

#### **3.11 SUBSTITUTIONS**

The FSA or purchasers will NOT accept substitute shipments of any kind. Vendors are expected to furnish the brand quoted in their bid once awarded. Any substitutes will be returned at the vendor's expense. Delivery of substitutes and the delay in supplying the correct specification can be deemed grounds for termination for default.

#### **3.12 POLICE 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 vehicles were historically referred to as "Pursuit Rated".

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.

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

For the purposes of this bid, the following are recognized authorities:

STATE OF MICHIGAN Department of State Police and Department of Technology, Management  
and Budget  
Police Vehicle Evaluation Program

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[http://www.michigan.gov/documents/msp/2017\\_MY\\_Police\\_Vehicle\\_Evaluation\\_Test\\_Book-Final\\_544109\\_7.pdf](http://www.michigan.gov/documents/msp/2017_MY_Police_Vehicle_Evaluation_Test_Book-Final_544109_7.pdf)

#### LASD LAW ENFORCEMENT VEHICLE TEST AND EVALUATION PROGRAM

Vehicles: [http://www.la-sheriff.org/s2/static\\_content/srvc/documents/2017\\_Vehicle\\_Test\\_Booklet.pdf](http://www.la-sheriff.org/s2/static_content/srvc/documents/2017_Vehicle_Test_Booklet.pdf)  
Motorcycles: [http://www.la-sheriff.org/s2/static\\_content/srvc/documents/2017\\_Motorcycle\\_Test\\_Booklet.pdf](http://www.la-sheriff.org/s2/static_content/srvc/documents/2017_Motorcycle_Test_Booklet.pdf)

### 3.13 SPECIAL SERVICE VEHICLES:

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

### 3.14 CAB AND CHASSIS PURCHASES

Cab and Chassis can be purchased from the vendor without any required additional fitting by the vendor. If an incomplete chassis is sold to an agency, then the vendor is not responsible for the tag and title. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third party supplier.

FSA highly recommends that all upfitting of cab and chassis be performed by vendors who are licensed and certified to perform such work to avoid unnecessary exposure to future liability.

The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

### 3.15 FACTORY INSTALLED

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

All factory ordered options are to be original equipment manufacturer (OEM) and factory installed unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

Aftermarket parts, modifications, and factory produced parts and components ordered and installed by a vendor that do not meet the requirements of factory installed components, will be rejected for noncompliance with the requirements of the specification.

In the event that a component that does not meet the specifications is found installed on a vehicle before or after the vehicle has been accepted by the Purchaser, the vendor shall be required to replace the vehicle

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with a vehicle that meets the required specifications, including factory installed components. In the alternative, the purchaser shall decide whether they will accept dealer installed components.

#### 3.16 VENDOR INSTALLED

All vendor-installed accessories shall be installed according to the manufacturer's specifications. Examples include roll bar, trailer hitch, etc.

All such accessories must be manufactured by an established manufacturer of the product provided. *Vendor is required to disclose Make and Model of product being offered* and the location, design, and model must be approved by the purchaser prior to installation. *Dealer must also disclose the warranty of any item that is less than or exceeds factory vehicle factory warranty coverage.*

A vendor that employs a third party supplier or subcontracts technicians to install emergency equipment on vehicles purchased on this contract is required to utilize technicians that are certified in Law Enforcement Vehicle Installation through EVT Certification Commission, Inc. or an approved equivalent.

The Administrator may at any time during the contract period request proof of the required certification.

Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with Section 1.45 of this Invitation to Bid.

#### 3.17 NON-SCHEDULED OPTIONS

FSA attempts to include scheduled, factory and aftermarket options in the bid document. If a purchaser requests a non-scheduled option that is not included in the bid document, the vendor may provide this non-scheduled option. The purchaser has the opportunity to request the vendor's discount pricing for any non-scheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

Non-scheduled options should be listed as a separate line item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

#### 3.18 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.

#### 3.19 DELIVERY TIME

Vendors shall specify the estimated delivery time in calendar days for each item. The purchaser should consult the vendor regarding vehicle production schedules. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

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**3.20 ORDER**

The vendor shall submit a copy of the purchase order to the FSA Cooperative Purchasing Program Coordinator within 14 days of receipt from the purchaser.

Purchasers shall issue a purchase order to the vendor, which shall include the contract number, specification number, purchaser's federal identification number, name of point of contact and agency, phone number and email address. Required delivery or due dates should be discussed with the dealer at the time of the quote. It is important to note that vendors do not have ANY control over production delays in schedules from the manufacturer.

While it is recommended that an agency purchase from the "zone" which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve the purchaser's needs, the purchaser may buy from a vendor in another zone. Vehicles purchased from vendors awarded in the Police, Administrative, Utility Vehicles, Trucks & Vans contract, outside an awarded zone may, upon mutual agreement between the vendor and the purchaser, charge an Out-of-Zone fee.

The purchaser is required to forward an executed copy of the purchase order to the Florida Sheriffs Association Cooperative Purchasing Program Coordinator at the same time the purchase order is sent to the vendor. Emails or hard copies are acceptable. Emails can be sent to [coop@flsheriffs.org](mailto:coop@flsheriffs.org).

If a vendor receives a purchase order for a specification 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.

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

Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications of the Contract and the purchase order.

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

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

A Confirmation of Order form shall be completed by the vendor and returned to the purchaser 14 calendar days from receipt of purchase order without notification by the purchaser. The Confirmation of Order form is included in Appendix C.

Any additional information needed to complete this form should be obtained from the purchaser. The form may be modified to accommodate each purchaser as necessary.

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#### 3.21 VEHICLE DELIVERY

At a minimum, pre-delivery service shall include the following:

- Standard Dealer and Manufacturer protocol for new vehicle delivery;
- Cleaning of vehicle, if necessary, and removal of all unnecessary tags, stickers, or papers (window price sticker or supplied line sheet shall remain);
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Owner's manual and warranty manual to accompany each vehicle; and
- MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the purchaser. Vehicles that are missing this form, or have forms that have been altered will not be accepted.

The vendor shall be responsible for delivering vehicles that are properly serviced, clean and in first class operating condition.

Vendor shall complete delivery of the vehicle to the purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. This deadline shall not apply to vehicles originating as an incomplete chassis.

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

Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. However, this requirement shall not apply to incomplete chassis. 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. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery.

All warranties shall begin at the time of delivery to the purchaser. The purchaser's warranty should not be active for incomplete vehicles or vehicles delivered to an upfitter before final delivery.

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. Transport deliveries must be unloaded and inspected by purchaser. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

All vehicles must contain no less than 1/4 tank of fuel as indicated by the fuel gauge at the time of delivery. For vehicles and equipment that have more than thirty five (35) gallons of capacity, a minimum of ten (10) gallons of fuel must be provided.



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### 3.22 INSPECTION AND ACCEPTANCE

It is the responsibility of the purchaser to inspect a vehicle for any damages.

Each purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

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

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

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

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

1. Copy of Customer's Purchase Order
2. Copy of the applicable Vehicle Specification
3. Copy of Manufacturer's Invoice or Window Sticker; Prices may be deleted from the manufacturer's invoice
4. Copy of Pre-Delivery Service Report
5. Warranty Certification
6. Owner's manual
7. If the vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration*) which requires a signature of authorized representative.

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

### 3.23 VEHICLE TAGS AND TITLE

Costs of tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to tag and title work.

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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 vehicle.

Reasonable administrative costs for obtaining temporary tags, tag transfers, and new tags are permitted and can be negotiated between the purchaser and the vendor. All additional costs associated with obtaining, filing and shipping of tags shall be disclosed clearly in the comments section below the applicable option. Administrative costs can include convenience fees, cost reimbursements for filing, obtaining or delivery of tags, or any costs over the original purchase price.

#### 3.24 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.

A purchaser has three (3) working days to inspect and accept the vehicles or equipment. The vendor shall be paid upon submission of invoices to the Purchaser after satisfactory delivery and acceptance of the vehicles and/or equipment.

The Local Government Prompt Payment Act will apply to ensure timely payment of Vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

#### 3.25 WARRANTY REPAIRS AND SERVICE

All warranties shall begin at time of delivery and final acceptance by the purchaser. Failure by any manufacturer's authorized representative to render proper warranty service or adjustments, including providing a copy of the warranty work order to the purchaser, may subject the vendor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the Administrator.

#### 3.26 INADEQUATE SERVICE

When vehicles and equipment require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized dealer 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 vehicle or equipment is redelivered.

The provisions of the delivery section shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the vendor until the vehicles or equipment are satisfactory and accepted by the purchaser.

#### 3.27 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS

##### Purchase Orders

The Vendor must submit copies of purchase orders upon receipt to the FSA. Purchase orders are considered late if not submitted fifteen (15) days after the date of the purchase order.

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Vendors should scan a complete copy of the purchase order and attach it as a .pdf. Place the document title in the subject line of the e-mail and send purchase order copies to [COOP@flsheriffs.org](mailto:COOP@flsheriffs.org).

The files should be named using the following examples:

Examples:

*County* = Florida County, County of PO 12345

*City* = Florida City, City of PO 12345

*Sheriff* = Sheriff Office of PO 12345

*Education* = Institution Name PO12345

*ABC County BCC PO 12345.pdf*

*ABC City PO 12345.pdf*

*ABC Sheriff PO 12345.pdf*

*ABC County College PO 12345.pdf*

#### Quarterly Reports

Quarterly reports are the contractual responsibility of each vendor. Quarterly Reports which do not adhere to the required format or are not complete of all purchase orders will be returned to the reporting vendor for correction of deficiencies.

All quarterly reports are to be sent to [REPORTS@flsheriffs.org](mailto:REPORTS@flsheriffs.org).

Quarterly Reports must be complete with the name of the dealer and the date. For example, "Spomot Motors, October 30, 2017" would be in the document header. Do not indicate the quarter on the top of the report. Purchase orders are not necessary for the quarterly report. An example of a Quarterly Report is in Appendix D.

Quarterly Reports are due no later than the 15<sup>th</sup> day of the month following the end of the quarter.

Quarterly reports should follow this schedule:

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

If a vendor has no sales within a quarter, the vendor is required to submit a quarterly report and must indicate "NO SALES THIS QUARTER" on the report.

FSA reserves the right to modify the procedure for submitting Quarterly Reports during the term of the contract (including, by way of example, requiring electronic reporting). 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 will provide written notice to all vendors of the method by which future Quarterly Reports are to be submitted.

### 3.28 ADMINISTRATIVE FEE

The Florida Sheriffs Association charges three quarters of one percent (.0075) to procure, process and administer the Contract.

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After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a Quarterly Report.

Dealers are to include the administrative fee of three quarters of one percent (.0075) in all base bid prices. The fee should be incorporated into the price at the time of bid submission. This fee should also be included on all add options. The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a dealer fails to incorporate the administrative fee in its bid pricing.

It should never be listed as a separate line item on any purchase order.

The administrative fee is based on the total purchase order amount of new vehicles or equipment. 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 administrative fees is the contractual responsibility of each awarded Vendor.

By submission of the Quarterly Reports and administrative fee, the vendor is certifying the accuracy of the reports and deposits. All reports and fee submissions shall be subject to audit by the FSA or their designee.

All participating vendors will be responsible for making sure that the Administrator has the contact e-mail address for the person responsible for all Quarterly Reports. There will be no reminders for the Quarterly Reports or the administrative fee.

Checks for the administrative fee can be sent to:

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

### **3.29 LIQUIDATED DAMAGES**

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

Failure to submit the administrative fee with accompanying quarterly reports within 15 calendar days following the end of each quarter will result in the imposition of liquidated damages. Vendors failing to submit administrative fees and Quarterly Reports will incur liquidated damages in the amount of \$25 for each day that fees and reports are past due, beginning on the 16<sup>th</sup> 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 and Section 3.28, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. Venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

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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 45 days can result in disqualification for future solicitations.

#### Schedule of Liquidated Damages

Failure to submit quarterly report on time	\$25.00 per day
Failure to report a Purchase Order to FSA within the 15 calendar days of the purchase order 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 damage the FSA, but by their nature such damages are difficult to ascertain. Accordingly, the above specified schedule of liquidated damages shall apply to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty, but are instead intended solely to compensate the FSA for damages, and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

# FLORIDA SHERIFFS ASSOCIATION

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### Appendix A



#### Florida Sheriffs Association Cooperative Purchasing Program Vendor Change Document

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

**FSA Contract Number(s) affected by change:** \_\_\_\_\_  
\_\_\_\_\_

#### Company Information Changes:

<b>Old Information</b>	<b>New Information</b>
Old Company Name:	New Company Name:
Old Company Address:	New Company Address:
Old Company City:	New Company City:
Old Company State:	New Company State:
Old Company Zip:	New Company Zip:

#### Company Contact Changes:

<b>Old Contact Information</b>	<b>New Contact Information</b>
Old Contact Name (First, Last):	New Contact Name (First, Last):
Old Contact E-Mail:	New Contact E-Mail:
Old Contact Office Phone:	New Contact Office Phone:
Old Contact Mobile Phone:	New Contact Mobile Phone:
Old Contact Fax Phone:	New Contact Fax Phone:

This information is requested by an authorized representative of \_\_\_\_\_.

This request will take effect as soon as it is received by FSA by e-mailing to [copp@flsheriffs.org](mailto:copp@flsheriffs.org).

Name of Authorized Company Representative \_\_\_\_\_

Job Title \_\_\_\_\_ Date of Request \_\_\_\_\_

Authorized Company Representative Signature: \_\_\_\_\_

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

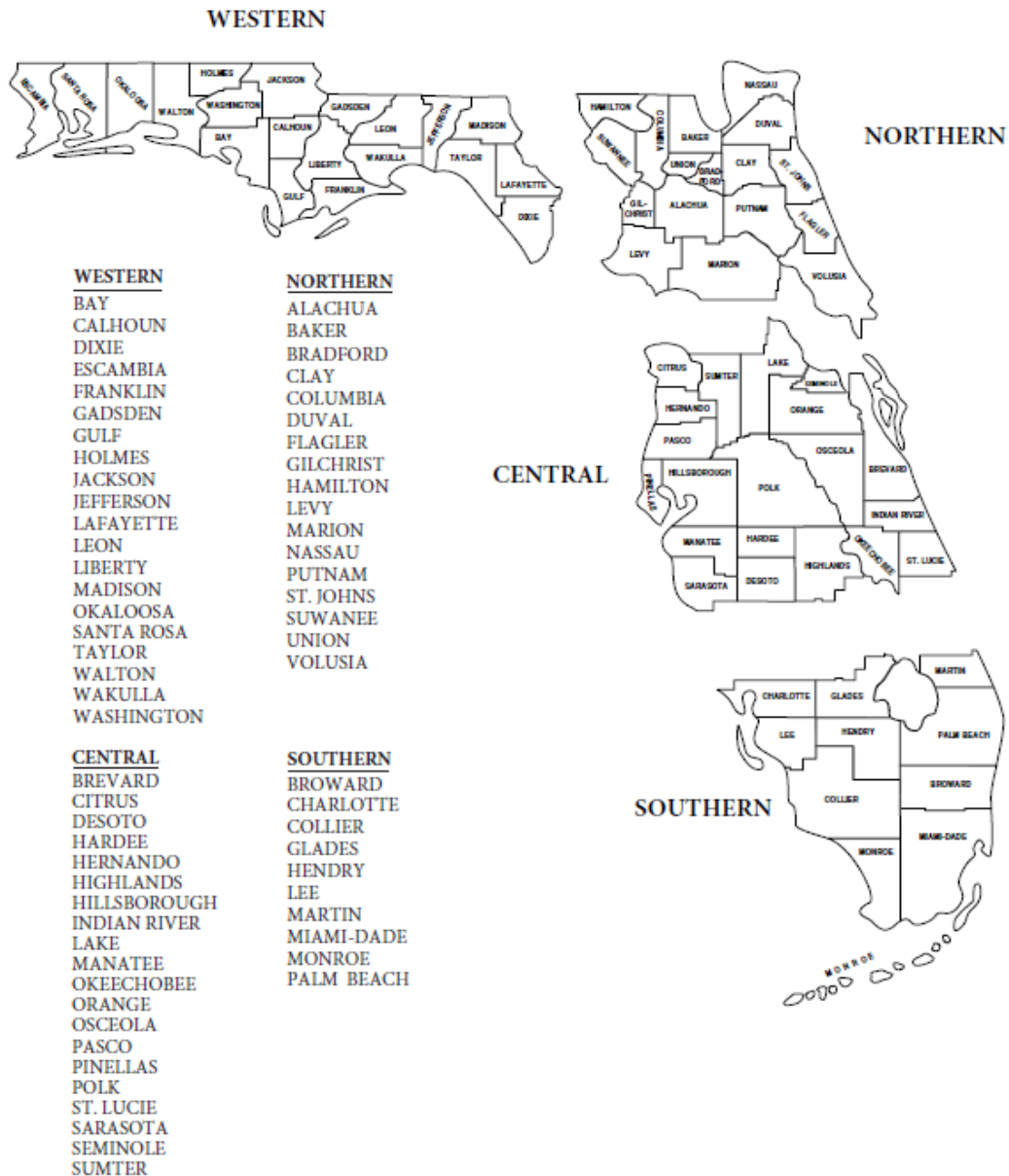
# FLORIDA SHERIFFS ASSOCIATION

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### Appendix B

#### FSA CONTRACT ZONE MAP



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**FLORIDA SHERIFFS ASSOCIATION**  
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**Appendix C**



**CONFIRMATION OF ORDER FORM**

**Police Rated, Administrative, Utility Vehicles Trucks and Vans**

**Bid # FSAXX-XXXX**

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

**Vendor:**

Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Specification No. \_\_\_\_\_ Type Vehicle/Equipment: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_ Purchase Order Received: \_\_\_\_\_

Order Was Placed With the Manufacturer on: \_\_\_\_\_

Under Production Number: \_\_\_\_\_

Estimated Date of Delivery: \_\_\_\_\_

Comments: \_\_\_\_\_

**AGENCY:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: City: \_\_\_\_\_

Phone Number: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_ Fax: \_\_\_\_\_



**FLORIDA SHERIFFS ASSOCIATION**  
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Appendix D

[INSERT DEALERSHIP NAME HERE]

QUARTERLY REPORT for BID #FSA18-VEH16.0  
Effective Dates: Oct. 1, 2018 thru September 30, 2019  
Cab and Chassis Trucks and Heavy Equipment

	A	B	C	D	E	F	G	H	I
1	October 1 - December 31 \ 1st Quarter							Zero Activity	<input type="checkbox"/> Check Box
2									
3	Name of Purchasing Agency	PO #	Qty.	Spec. #	Vehicle Type	PO Date	Total PO Amount	Admin. Fee	Date Fee Paid
4								\$ -	
5								\$ -	
6								\$ -	
7								\$ -	
8								\$ -	
9								\$ -	
10								\$ -	
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30								\$ -	
31								\$ -	
32								\$ -	
33	Page Total						\$ -	\$ -	

Fees and reports are due no later than the 15th of the month following the quarter end.

1

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**Appendix E**

**Bid Calendar**

FSA18-VEL26.0 Police Rated, Administrative, Utility Vehicles, Trucks & Vans

FSA18-VEH16.0 Cab & Chassis Trucks & Heavy Equipment

Contract Period: October 1, 2018 – September 30, 2019



CALENDAR ITEM	START DATE	END DATE
Bid Announcement	5/7/18	5/7/18
Mandatory Pre-Bid Meeting for Contract FSA18-VEL26.0	7/10/18	7/10/18
Mandatory Pre-Bid Meeting for Contract FSA18-VEH16.0	7/11/18	7/11/18
Request for Clarifications Due		7/19/18
Electronic Bid (VeBA)	7/24/18	8/20/18
Mandatory Qualifying Documents Submission		8/3/18
Option Upload Due - Contract FSA18-VEL26.0 Only		8/6/18
USB Bid Submission 5:00 PM EST - Contract FSA18-VEL26.0 Only		8/24/18
USB Bid Submission 12:00 PM EST - Contract FSA18-VEH16.0 Only - Extended		8/29/18
Public Bid Opening		8/27/18
Fleet Advisory Committee Bid Review	8/28/18	8/31/18
Intent to Award Posted		9/10/18
Bid Awarded		10/1/18

Pre-Bid Meeting Location:  
Falkenberg Road Jail Assembly Room  
520 North Faulkenberg Road  
Tampa, FL 33613

Ver 4 8/27/18