

**FLORIDA FIRE CHIEFS' ASSOCIATION, FLORIDA SHERIFFS
ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES
FIRE/RESCUE VEHICLE BID**

PART B - SPECIAL CONDITIONS

BID 10-09-0907

1. **SHERIFF AS COUNTY CONSTITUTIONAL OFFICER**

The Offices of the Sheriff of the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the Sheriff's Office from the provisions of the Florida Statute requiring among other things, sealed and competitive bids procedures. It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Nothing in this proposal in any way obligates the participating Sheriff's Offices for any payment for any activity or costs incurred by any vendor in responding to this proposal.

2. **LOCAL GOVERNMENT ORDINANCE**

Local governmental agencies must follow their governing ordinance in order to purchase from this bid.

3. **FUNDING**

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

4. **PARTICIPATION OF MINORITY BUSINESS ENTERPRISES**

The Cooperative Bid Coordinator has a policy that Minority Business Enterprises (MBE) shall have the opportunity to participate in competitive bids. Such process would be for supplying goods and services to the participating agencies.

5. **PUBLIC ENTITY CRIMES**

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 General Services following a conviction for a public entity crime may not submit a bid or perform work as a contractor, supplier or subcontractor for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by the bidder will result in termination of the contract and may cause bidder debarment

6. **TERMINATION**

The contract may be canceled or annulled by the Cooperative Bid Coordinator in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder.

or articles specified may be purchased on the open market similar to those so terminated. Failure of the Contractor to deliver materials or services within the time stipulated in these specifications, unless extended in writing by the Cooperative Bid Coordinator, shall constitute contract default. Contractors who default on contracts may be removed from the vendor mailing lists for future contracts at the discretion of the Cooperative Bid Coordinator.

Each participating agency shall be obligated to reimburse the Contractor only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.

With the mutual agreement of the participating agency and the Contractor upon receipt and acceptance of not less than thirty (30) calendar days written notice, the contract may be terminated in whole or in part on an agreed date prior to the end of the contract period without penalty to either party.

7. TECHNICAL DOCUMENTATION

All products bid must meet or exceed all conditions and specifications of the Invitation to Bid (ITB). When technical documentation is required by this ITB, its purpose is to demonstrate compliance of the product bid for evaluation of the product.

8. ADDITION/DELETION

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

9. ASSIGNMENT

No assignment of this contract or the rights and obligations hereunder by contractor shall be valid without the express written consent of the Cooperative Bid Coordinator, which may be given or withheld, in the Cooperative Bid Coordinator's sole discretion.

10. PRODUCTION CUTOFF

Contractor shall notify the Cooperative Bid Coordinator, in writing, no less than thirty (30) calendar days prior to the close of production. Purchase orders received at least ten (10) days prior to close of production must be ordered prior to the production deadline. Purchases made after the close of manufacturer's production year cutoff shall be subject to availability.

For orders received after the production cutoff, at the discretion of the manufacturer and dealer, next year's models may be provided at current year contract prices until the end of the contract term.

If vehicles are ordered prior to the manufacturer's published cutoff date, and the manufacturer fails to deliver the production year's vehicle, the contractor must provide next year's model at current contract bid prices.

11. SAFETY STANDARDS

It is intended that all specifications be in full and complete compliance with all Federal and State of Florida laws and regulations that apply to the type and class of vehicles being provided. This includes, but is not limited to, Federal MVSS, OSHA, and EPA standards, and Florida requirements for external noise control that apply to the type and class vehicle

being provided. If an apparent conflict exists, the bidder must contact the Cooperative Bid Coordinator immediately. In addition, any Federal and State legislation which should become effective regarding vehicle safety shall immediately become a part of this contract. Contractor shall have the option to meet or exceed any such safety standard or cancel his portion of the contract by providing thirty (30) calendar days written notice to the Cooperative Bid Coordinator.

12. FACTORY INSTALLED

The term "Factory Installed" is used to identify the components of the specifications that shall be installed by the manufacturer or at the final assembly, and may not be installed by the contracting dealer. After-market parts and components and factory produced parts and components ordered as parts and installed by the dealer, or a Contractor, do not meet the requirements of "Factory Installed" components, and will be rejected for noncompliance with the requirements of the specification.

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

13. EQUITABLE ADJUSTMENT

The Cooperative Bid Coordinator may make an equitable adjustment in the contract terms or pricing in the contract at its discretion. Adjustments to pricing may occur for various reasons, such as if pricing or availability of supply (i.e. material surcharge) is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the contractor's control, (2) the volatility affects the marketplace or industry, not just the particular contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the contractor that continued performance of the contract would result in a substantial loss.

14. INDEMNIFICATION

Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, Florida Association of Counties, Florida Fire Chiefs' Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including attorneys' 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 subcontractors; provided, however, that the bidder shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Florida Sheriffs Association, Florida Association of Counties, Florida Fire Chiefs' Association, and participating agencies.

Contractor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association, Florida Association of Counties, Florida Fire Chiefs' Association or participating agencies giving the bidder (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Contractor shall not be liable for any cost, expense or compromise

incurred by the Florida Sheriffs Association, Florida Association of Counties, Florida Fire Chiefs' Association or participating agencies in any legal action without bidder's prior written consent, which shall not be unreasonably withheld.

15. PRE-DELIVERY SERVICES

Bidder's attention is directed to the pre-delivery service requirements as detailed in the vehicle specifications. To assure proper pre-delivery service, the contractor shall provide, at time of delivery, a completed copy of the manufacturer's standard pre-delivery inspection form.

16. ORDER, DELIVERY AND LIQUIDATED DAMAGES

A. Order

- 1) Eligible customers shall issue a purchase order to the contractor, and such purchase order shall bear the contract or bid number and the customer's federal identification number, shall be placed by the customer directly with the contractor, and shall be deemed to incorporate the contract solicitation terms and conditions. If a contractor receives a purchase order for a specification for which they were not awarded, the contractor must notify the customer and return the purchase order to the customer.
- 2) Contractor shall state in space provided on each price sheet the approximate time required for delivery after receipt of purchase order. When the contractor fails to meet the delivery requirements as stated on the Confirmation of Order, the customer may allow additional time or may obtain the vehicle(s) elsewhere, and cancel the contract immediately upon written notice.
- 3) 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.
- 4) Contractor shall place order with manufacturer within seven (7) calendar days after receipt of purchase order. Contractor shall assure that all orders are placed in full compliance with the specifications and purchase order.
- 5) A "**Purchaser's Order Acknowledgment Form**" (see sample copy is included) shall be completed by the purchasing agency placing the order(s) against this contract and shall fax or e-mail to the FSA the same day a contract or purchase order is issued to the contractor. There shall be NO EXCEPTIONS to this requirement. Some purchasing agencies may require additional information from the contractor. The form may be modified to meet the purchasing agency's requirements. **It shall be the contractor's responsibility to provide the purchasing agency with this form and to inform them of this requirement when providing the purchasing agency with the contractor's written proposal or quote.**
- 6) Along with the "**Purchaser's Order Acknowledgment Form**", the purchasing agency shall fax or e-mail a copy of the purchasing agency's original purchase order issued to the vendor, and a copy of the contractor's written proposal/quote that was submitted to the purchasing agency to determine the final purchase price. There shall be NO EXCEPTIONS to this requirement. It shall be the responsibility of the vendor to inform the purchasing agency of this contract requirement.
- 7) A "**Confirmation of Order**" form shall be completed and returned to the customer placing order(s) against this contract, (a sample copy of the confirmation form is included). A completed form shall be returned to the customer within ten(10) calendar days after receipt of purchase order without prompting or notification by the customer. Any additional information needed to complete this form should be obtained by contacting the customer. The form may be modified to accommodate

each customer individually as necessary. **Repeated failures by the contractor to submit completed Confirmation of Order forms to the ordering customers shall be grounds for termination of contract.**

B. Delivery

- 1) Contractor shall complete delivery of the vehicle to the customer within fourteen (14) calendar days after receipt of the vehicle(s) from the manufacturer or equipment supplier. Vehicles originating as an incomplete vehicle would be exempt.
- 2) Receipt of a vehicle by the contractor is defined as acceptance of the vehicle(s) from a common carrier at the contractor's place of business or any third party's place of business.
- 3) Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws and ordinances.
- 4) Contractor shall notify agency personnel designated on purchase order no less than 24 hours prior to delivery. Deliveries will be accepted only between 8:00 A.M. and 3:00 P.M. on agency's normal work days. Transport deliveries must be unloaded and ready for inspection prior to 3:00 P.M. Deliveries not complying with these requirements may be rejected and will have to be redelivered at contractor's expense.
- 5) All vehicles must contain no less than 1/4 tank of fuel as indicated by fuel gauge at time of delivery.

C. Liquidated Damages

- 1) Should the contractor fail to comply with the requirements of Section B above, the agency may invoke liquidated damages of \$250.00 per day per unit for each day beyond the specified delivery requirements.
- 2) Liquidated damages shall not be assessed for a delay resulting from the contractor's failure to comply with delivery requirements if neither the fault nor the negligence of the contractor 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 contractor's control, or for any of the foregoing that subcontractors or suppliers if no alternate source of supply is available to the contractor. In case of any delay the contractor believes is excusable, they shall notify the customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the vendor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the vendor first had reason to believe that a delay could result. The foregoing shall constitute the contractor's sole remedy or excuse with respect to delay.

17. ACCEPTANCE

IT IS THE PURCHASER'S RESPONSIBILITY TO THOROUGHLY INSPECT EACH VEHICLE PRIOR TO ACCEPTANCE. COPIES OF THE BID SPECIFICATIONS AND PURCHASE ORDER FOR THE VEHICLE WILL BE DELIVERED WITH THE VEHICLE. PURCHASERS ARE TO INSPECT THE VEHICLE AND COMPARE BID SPECIFICATIONS, PURCHASE ORDER, AND MANUFACTURER'S WINDOW STICKER OR MANUFACTURER'S INVOICE TO ENSURE VEHICLE MEETS OR EXCEEDS THE REQUIREMENTS OF THE TECHNICAL BID SPECIFICATIONS AND

PURCHASE ORDER. PURCHASERS ARE TO ALSO INSPECT THE VEHICLE FOR PHYSICAL DAMAGE.

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

SHOULD THE DELIVERED VEHICLE(S) DIFFER IN ANY RESPECT FROM SPECIFICATIONS, PAYMENT WILL BE WITHHELD UNTIL SUCH TIME AS THE CONTRACTOR COMPLETES NECESSARY CORRECTIVE ACTION.

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

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

DELIVERIES THAT DO NOT INCLUDE THE ABOVE FORMS AND PUBLICATIONS WILL BE REFUSED.

18. INVOICING AND PAYMENTS

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

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

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

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

19. INADEQUATE SERVICE

When equipment requires service or adjustments upon delivery, the contractor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized dealer, or others, to remedy the defect. Such service or adjustments shall be initiated by the contractor within forty-eight (48) hours (not including weekends and holidays) after notification

by a customer. Delivery will not be considered complete until all service and/or adjustments are satisfactory and the equipment redelivered. The provisions of the delivery paragraph shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the contractor until the equipment is satisfactory and accepted by the customer.

20. WARRANTY, REPAIRS AND SERVICE

Bidder is to have an authorized repair/warranty facility within the State of Florida six months prior to the bid opening. The name and address of the repair/warranty facility must be submitted with bid proposal. If the bidder is a dealer providing or arranging for factory authorized service and/or repair, the bidder shall have represented the apparatus manufacturer in the State of Florida for a minimum of six months prior to the bid opening.

Failure by any manufacturer's authorized representative to render proper warranty service/adjustments, including providing a copy of the warranty work order to the agency, shall subject that representative and the contractor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the Cooperative Bid Coordinator.

21. VEHICLE TITLE AND REGISTRATION

All vehicles delivered under this contract shall be titled and registered by the contractor (vendor) in accordance with Florida Statutes Chapters 319 and 320. Contractor shall send any necessary form(s) that must be signed with the vehicle upon delivery. Contractor shall obtain necessary signature(s) and complete the titling and registration process for the purchaser. Contractor shall include all fees (title, application plate transfer, administrative, etc.) in the base price for each vehicle.

NOTE: There is no registration fee for state or political subdivision owned vehicles. BIDDERS ARE ENCOURAGED TO VERIFY THESE FEES PRIOR TO SUBMITTING THEIR BID. Should a purchaser elect to obtain a new plate in lieu of transferring their old plate or if the vehicle is an addition to their fleet, the purchase order shall include an additional amount to cover the cost of a new plate. Contractor will not be required to obtain new plates for purchaser(s), unless there is a notation on the purchase order and the additional fee is included. Contractor may obtain special plates such as "State", "County" or "City" from most county tax offices.

Purchaser(s) requesting new plates must state on their purchase order what type of plate is required and a person's name, title, and phone number to contact if there are any questions.

22. ORDERING REQUIREMENTS

The purchasing agency shall issue a contract or purchase order ONLY to the contractor that is specifically listed on the bid award. The purchasing agency shall NOT Issue a contract or purchase order directly to the apparatus manufacturer unless the manufacturer is the contractor who submitted the original bid.

If the bid proposal was submitted under a dealer's name, the contract or purchase order MUST be made out to that specific dealer, and NOT to the apparatus manufacturer the dealer represents. There shall be NO EXCEPTIONS to this requirement. Failure to follow this ordering procedure shall result in immediate termination of the manufacturer/dealer's current contract, and possible permanent removal from future contracts.

Contractors shall inform the purchasing agency that the appropriate bid number, specification number, and type of apparatus MUST appear on the purchase order issued to the contractor.

23. FSA ADMINISTRATIVE FEES FIRE/RESCUE UNITS

Vendors are to include a one-half percent (.005) administrative fee in their base bid prices and their quotes and pricing for all additional equipment items (add options). The one-half percent (.005) will be incorporated into and made a part of the total invoice amount and shall not be treated or added as a separate line item.

Option pricing may exceed Manufacturer's Standard Retail Pricing (MSRP) by no more than the one-half percent (.005) administrative fee included in base vehicle and option pricing. Options exceeding this amount will subject the bidder to rejection of his or her bid submission.

24. CONTRACTING DEALERS' QUARTERLY ACTIVITY REPORT AND FEE DEPOSIT REQUIREMENTS

After receipt of payment from contract purchases, all administrative fees shall be payable by the Contractor to the Florida Sheriffs Association no later than 15 days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a detailed Quarterly Activity Report as defined in section 25, "Summary of Total Sales" of the contract. By submission of these Quarterly Activity Reports and corresponding fee deposits, the Contractor is certifying the accuracy of such reports and deposits. All reports and fee deposits shall be subject to audit by the Florida Sheriffs Association. Copies of customers' original purchase orders will be used by the FSA as a check and balance measure.

Contractors that fail to submit fees and Quarterly Activity Reports will incur a \$25 per day late fee for every day that fees and reports are past due, beginning on the 20th day of the month following the end of the quarter. Such fees are to be included in contractor's fee submission; however, any late fees that are not included in the fee submission will be invoiced to the contractor by the Florida Sheriffs Association, and any late fees not paid within 30 days of invoice may result in your disqualification as a bidder in the following year's solicitation.

Failure to submit fees with accompanying sales summary reports, even if there are no sales, within 30 calendar days following the end of each quarter may result in the dealer being found in default. All procurement cost may be charged against the defaulting dealer and may result in immediate cancellation of your contract by the Florida Sheriffs Association and removal from its bidder's list.

25. SUMMARY OF TOTAL SALES

Contractor shall furnish the Cooperative Bid Coordinator a detailed "Summary of Total Sales" (hereinafter referred to as "Quarterly Activity Report") supported by complete copies of the purchase orders from participating agencies at the end of each quarterly contract period. The Quarterly Activity Report shall include the total number of units of each specification and the total dollars for each specification. All purchase orders should be reported in the appropriate quarter according to purchase order date.

"Quarterly Activity Reports" must be submitted no later than 15 days after the end of each of the following quarterly contract periods:

October 1 - December 31

January 1 - March 31
April 1 - June 30
July 1 - September 30

Quarterly Activity Reports must be prepared in the following format and all information contained in the report must be supported by complete, legible copies of all purchase orders in their entirety:

Column 1 = Name of Purchasing Agency
Column 2 = Purchase Order No.
Column 3 = Quantity Sold
Column 4 = Specification No.
Column 5 = Vehicle Type
Column 6 = Purchase Order Date
Column 7 = Expected Delivery Date
Column 8 = Total Purchase Order Amount
Column 9 = Total Administrative Fee

Note: Should there be no activity during a given quarter, Contractor is required to submit a report, and must indicate "NO SALES THIS QUARTER" on the report.

A SAMPLE OF THE PROPER FORMAT TO SUBMIT YOUR "QUARTERLY ACTIVITY REPORTS" IS INCLUDED. REPORTS WHICH DO NOT ADHERE TO THE REQUIRED FORMAT AND/OR NOT SUPPORTED BY COMPLETE, LEGIBLE COPIES OF ALL PURCHASE ORDERS IN THEIR ENTIRETY WILL BE RETURNED TO THE REPORTING DEALERSHIP FOR CORRECTION OF CITED DEFICIENCIES. DELAYS RESULTING FROM SUCH DEFICIENCIES MAY PLACE THE DEALER IN NON-COMPLIANCE WITH THE TIME LINE REQUIREMENTS SET FORTH IN SECTION 24 PART B OF THE CONTRACT.

All notices for quarterly reports will be sent via e-mail - there will be no faxed reminders for contractors to submit quarterly reports. All participating contractors will be responsible for making sure that the Florida Sheriffs Association has the correct e-mail address for the person responsible for all quarterly reports. This information must be submitted to Lynn Meek at lmeek@flsheriffs.org.

26. ALTERNATIVE FUELED VEHICLES

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

27. ALTERNATIVE FUELED VEHICLES

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

28. EXCEPTIONS TO BID

There shall be no exceptions allowed for these minimum base model bid specifications. The base model bid by each bidder shall FULLY meet NFPA 1901 without exception. If a manufacturer is unable to meet NFPA 1901 for a specific model or base vehicle as specified, the manufacturer or dealer shall not bid that make, model or specification. Exceptions to meeting NFPA 1901 will not be accepted.

29. 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.

30. NONDISCRIMINATION

Contractor shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, national origin, physical or mental disability, marital status or medical status. Contractor shall take affirmative action to ensure that applicants, subcontractors, Independent Contractors, and employees are treated without discrimination in regard to their race, color, religion, sex, national origin, disability or medical status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. The Contractor agrees that compliance with this article constitutes a material condition of this contract.

31. FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the default nor the negligence of the Contractor or its employees or agents 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 Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the customer or the Florida Sheriffs Association. The Contractor shall not be entitled to an increase in the contract price or payment of any kind from the customer or the Florida Sheriffs Association for direct, indirect, consequential, impact or other costs, expenses or damages, but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Florida Sheriffs Association, in its sole discretion, that the delay will significantly impair the value of the contract to the Florida Sheriffs Association or to customers, in which case the Florida Sheriffs Association may (1) accept allocated performance or deliveries from Contractor, provided that the Contractor grants preferential treatment to customers with respect to products subjected to allocation,

and/or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the contract quantity, or (3) terminate the contract in whole or in part.

32. WARRANTY OF AUTHORITY

Persons signing the contract warrant that he or she is duly authorized to do so and to bind the respective party to the contract.

33. WARRANTY OF ABILITY TO PERFORM

The Contractor warrants that, to the best of its 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 contractor's ability to satisfy its contract obligations. The contractor 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 contractor shall immediately notify the Cooperative Bid Coordinator in writing if its ability to perform is compromised in any manner during the term of the contract.

**PURCHASER'S ORDER
ACKNOWLEDGMENT FORM**

**Florida Sheriffs Association, Florida Association of Counties
& Florida Fire Chiefs' Association
FIRE/RESCUE VEHICLES & OTHER FLEET EQUIPMENT
BID NO. 10-09-0907**

The Purchasing Agency purchasing a fire/rescue vehicle or vehicles utilizing this bid shall complete and return this order acknowledgment form by fax or e-mail to Lynn Meek (lmeek@flsheriffs.org) at the Florida Sheriffs Association, along with a copy of the Purchase Order issued to desired Vendor, and Vendor Quote the same day the Purchase Order is issued to the Vendor.

TO BE COMPLETED BY PURCHASING AGENCY:

Purchasing Agency: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Person Issuing Purchase Order: _____

Phone Number: _____ **Fax:** _____

E-mail: _____

Specification No. _____

Type of Vehicle: _____

Date of Purchase Order: _____

Purchase Order Issued to: _____

Purchase Order No. _____

CONFIRMATION OF ORDER

**Florida Sheriffs Association, Florida Association of Counties
& Florida Fire Chiefs' Association
FIRE/RESCUE VEHICLES & OTHER FLEET EQUIPMENT
BID NO. 10-09-0907**

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

TO BE COMPLETED BY VENDOR:

Vendor: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Contact Person: _____

Phone Number: _____ **Fax:** _____

Specification No. _____ **Type Vehicle** _____

Purchase Order Number: _____ **Purchase Order Received:** _____

Order Was Placed With the Manufacturer on: _____

Under Production Number: _____

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

Comments: _____

Agency: _____

Contact Person: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: _____ **Fax:** _____

E-Mail: _____

ANY MANUFACTURER'S NAME
QUARTERLY REPORT
BID NO. 10-09-0907

Oct. 1 - Dec. 31, 2010/1st Quarter									
Name of Agency	PO #	Qty.	Spec. No.	Vehicle Type	PO Date	Total PO Amt.	Expected Del. Date	Admin. Fee	Paid
Jan. 1 - March 31, 2011/2nd Quarter									
Name of Agency	PO #	Qty.	Spec. No.	Vehicle Type	PO Date	Total PO Amt.	Expected Del. Date	Admin. Fee	Paid
April 1 - June 30, 2011/3rd Quarter									
Name of Agency	PO #	Qty.	Spec. No.	Vehicle Type	PO Date	Total PO Amt.	Expected Del. Date	Admin. Fee	Paid
July 1 - Sept. 30, 2011/1st Quarter									
Name of Agency	PO #	Qty.	Spec. No.	Vehicle Type	PO Date	Total PO Amt.	Expected Del. Date	Admin. Fee	Paid

SAMPLE FORMAT

**FLORIDA FIRE CHIEFS' ASSOCIATION, FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES
FIRE/RESCUE VEHICLE BID**

**PART C - GENERAL REQUIREMENTS
FOR ALL VEHICLES**

BID 10-09-0907

1. IN GENERAL

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

2. GENERAL SPECIFICATIONS

All units covered by this specification and the detailed specifications shall be the manufacturer's 2011 basic production model, and shall, as a minimum, be equipped with all standard equipment in accordance with the manufacturer's latest literature. Bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

The Florida Sheriffs Association does not adopt 2009 NFPA 1901 Chapter 1.3.2 as all fire apparatus bid under this contract must comply with the 2009 NFPA 1901 document for all fire apparatus contracted after January 1, 2009. In-stock and/or immediately available demonstrator units are not to be bid as part of this contract.

Bidders not supplying one of the representative models listed in the heading of the detailed vehicle and body specifications or components specified therein, must submit manufacturer's literature and/or information (see Part B - Special Conditions, paragraphs "Technical Documentation" and "Approved Equivalents") to clearly substantiate that the unit of equipment bid meets or exceeds the requirements of these specifications.

BIDDERS NOT SUPPLYING ONE OF THE REPRESENTATIVE MODELS LISTED IN THE HEADING OF THE DETAILED SPECIFICATIONS BID RESPONSE, OR COMPONENTS SPECIFIED THEREIN, MUST SUBMIT SUFFICIENT LITERATURE TO CLEARLY PROVE THE MODEL BID MEETS OR EXCEEDS THE SPECIFICATIONS SHOWN. THE FINAL DECISION ON ALLOWING THE MODEL AS AN APPROVED EQUIVALENT SHALL REST SOLELY WITH THE COOPERATIVE BID COORDINATOR.

The Cooperative Bid Coordinator hereby reserves the right to consider manufacturer's literature and/or information that is in possession of the Cooperative Bid Coordinator, if the literature or information supersedes manufacturer's literature or information submitted by the bidder (see "Approved Equivalents" of the Special Conditions).

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.

ENGINE:

Must meet 2010 emission standards. Must have the maximum capacity cooling system available on model bid; permanent antifreeze; coolant recovery system, factory installed.

PERFORMANCE ITEMS:

Parking brake warning light, if applicable.

SAFETY ITEMS:

Seatbelts (lap and shoulder), all locations available.

Minimum 2-speed electric windshield wipers; windshield washer(s).

Interior dome light(s) that operate from push-button door switches.

TIRES AND WHEELS:

Black sidewall tires preferred. White sidewall tires are acceptable if supplied as standard equipment from the manufacturer.

If equipped all full size spare tires are to be the same brand, size and quality as the factory installed tires or vendor installed tires which are on the ground when the vehicle is delivered.

CHASSIS, FRAME, CAB:

Manufacturer's standard paints and colors, factory painted. To include all standard and optional clear coat and metallic paints and colors offered by manufacturer.

Inside hood release, if available.

CONDITIONS:

In addition to equipment specified by these specifications and by the applicable detailed specifications, vehicle shall be equipped with all standard equipment as specified by the manufacturer for this model, and shall comply with all EPA Emission Standards and all Federal Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles.

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

- a. Complete lubrication of chassis, engine, and operating mechanisms with manufacturer's recommended grades of lubricants;
- b. Check all fluid levels to assure proper fill;
- c. Adjustment of engine to proper operating condition;
- d. Inflate tires to proper pressure;

- e. Check to assure proper operation of all accessories, gauges, lights and mechanical and hydraulic features;
- f. Front end alignment and wheels balanced, including spare, if equipped;
- g. Focusing of headlights;
- h. Cleaning of vehicle, if necessary, and removal of all unnecessary tags, stickers, papers, etc. **DO NOT** remove window price sticker or supplied line sheet;
- i. Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- j. Owner's manual and warranty manual to accompany each vehicle;
- k. All specified as "factory installed" is to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no vendor installed equipment will be accepted as "factory installed". Vendors found supplying aftermarket or vendor installed equipment where "factory installed" is specified may be required to retrieve all vehicles delivered and reorder new vehicles meeting the specifications;
- l. Manufacturer's suggested retail price list sheet (window sticker) form **MUST** be in the vehicle when it is delivered to the purchasing agency. Vehicles that are missing this form, or have forms that have been altered, will not be accepted.