

AGREEMENT
BY AND BETWEEN
GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA
AND
THE SHYFT GROUP UPFIT SERVICES, INC., d/b/a STROBES-R-US
FOR EMERGENCY EQUIPMENT FOR VEHICLES
FOR BROWARD SHERIFF'S OFFICE

THIS AGREEMENT is entered into this 5th day of June, 2023 by and between the GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA with a principal place of business located at 2601 West Broward Boulevard, Fort Lauderdale, Florida 33312 (hereinafter referred to as "BSO") and **THE SHYFT GROUP UPFIT SERVICES, INC.**, doing business as **Strobes-R-U's**, a foreign for profit corporation eligible to conduct business in Florida with its principal place of business located at 41280 Bridge Street, Novi, Michigan 48375 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, BSO issued RLI #23004AP - Emergency Equipment for Vehicles (attached hereto and marked as Exhibit A), requesting letter of interest, and statement of qualifications and experiences for Emergency Equipment for Vehicles for Broward Sheriff's Office's Public Safety Vehicles (hereinafter referred to as "Services"); and

WHEREAS, CONTRACTOR submitted a proposal (attached hereto and marked as Exhibit B) for said Services and was selected by BSO to provide such Services; and

WHEREAS, BSO and CONTRACTOR are desirous of entering into an agreement for CONTRACTOR to provide such Services to BSO.

THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, BSO and CONTRACTOR hereby agree as follows:

SECTION I
DEFINITIONS

Where the following terms occur herein, the intent and meaning shall be as follows:

- 1.1 **Agreement** means this document and the exhibits attached hereto.
- 1.2 **Facility(ies)** means the CONTRACTOR facilities that are used by CONTRACTOR to provide the services set forth herein.
- 1.3 **BSO** shall mean the duly elected and qualified Sheriff of Broward County, Florida.
- 1.4 **Contract Administrator** - The designee of the BSO whose primary responsibility is to coordinate and communicate with CONTRACTOR and to manage and supervise

performance and completion of this Agreement in accordance with the terms and conditions set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator. The Contract Administrator relative to this Agreement is as follows:

BSO Contract Administrator:
Scott Barnett Fleet Manager Broward Sheriff's Office 2601 West Broward Boulevard Fort Lauderdale, FL 33312 <i>Telephone: (954) 497-1440</i> <i>Email: Scott_Barnett@Sheriff.org</i>

- 1.5 **Contractor** shall mean THE SHYFT GROUP UPFIT SERVICES, INC., d/b/a STROBES-R-US and its successors and assigns.
- 1.6 **Fleet** shall mean all of the DLE/Administration/Detention Fleet and the Fire Rescue Fleet vehicles, trucks, buses and other miscellaneous vehicles and/or vessels. Notwithstanding the forgoing and at the option of BSO, Fleet shall also include any other law enforcement or governmental entity that BSO currently has a memorandum of understanding or agreement in effect now or in the future pertaining to shared use of vehicle's or vehicles' maintenance, repair or towing of vehicles.
- 1.7 **Rework** shall be defined as any services provided to BSO that is deemed unacceptable and thus must be returned to the CONTRACTOR for the purposes of making corrections to the satisfaction of BSO.

SECTION II **TERM**

- 2.1 The initial term of this Agreement shall be three (3) years commencing on **June 9, 2023** and expiring on **June 8, 2026**, unless otherwise extended or terminated in accordance with the terms of this Agreement.
- 2.2 BSO shall have the right to renew this Agreement at its sole discretion for two (2) successive, one (1) year periods upon providing CONTRACTOR with written notice of its intent to renew at least thirty (30) calendar days prior to the end of the then current term upon the same terms and conditions contained herein.

SECTION III **OBJECTIVES AND PERFORMANCE STANDARDS**

3.1 CONTRACTOR shall provide Services to BSO in accordance with the following performance standards:

- a. Provide the highest quality of Services and products to ensure the safety of BSO's employee at the most cost-effective manner possible;
- b. Ensure that Services are completed in accordance with local, state and federal mandated safety requirements;
- c. Accomplish all Services with maximum productivity, high quality of work and minimum use of labor, parts and materials;
- d. Provide the best value in terms of the quality and timely performance of Services;
- e. Provide a technically competent, highly productive workforce that receives vigorous training to maintain their competency and establishing the highest degree of professionalism and business ethics when dealing with BSO's employees, subcontractors and vendors;
- f. Obtain high quality parts at the least possible cost to minimize overall BSO fleet costs and keep annual contract costs within budgeted limits;
- g. Maintain open communication with BSO's Contract Administrator and staff;
- h. Establish and/or maintain a safety program that meets the highest industry standards;
- i. Quickly respond to problems and perform personalized services that exceeds the best industry standards;
- j. Maintain sufficient qualified staff in sufficient numbers to ensure that Services are performed in a timely manner;
- k. Perform Services in such a manner that all work is planned and scheduled, if time permitting, to ensure minimum BSO vehicle downtime;
- l. CONTRACTOR shall at all times coordinate and communicate with BSO on all Services and their status including explaining all delays, parts status, supplies of parts available and service issues.

3.2 CONTRACTOR shall meet all performance standards set forth herein. In the event BSO determines that CONTRACTOR consistently fails to meet and maintain the performance standards, BSO reserves the right to terminate this Agreement upon thirty (30) days prior written notice to CONTRACTOR or sublet Services to other vendors.

- 3.3 The omission of any standard regarding the Services to be provided hereunder shall be regarded as meaning that only the best commercial practice shall apply and that only material and workmanship of the finest quality shall be used.
- 3.4 The Services performed by CONTRACTOR under this Agreement may, at the option of BSO, be extended to providing the same Services at the same consideration rates to the U.S. Marshall's Office and/or the Attorney General's Fraud Unit or any other law enforcement agency or governmental entity that BSO has a memorandum of understanding with now, or in the future.

SECTION IV **NON-EXCLUSIVE AGREEMENT**

- 4.1 The parties hereby acknowledge and agree that this is a non-exclusive agreement, and that BSO reserves the unilateral and unconditional right to procure the Services from other vendors. BSO makes no guarantee or representation as to any minimum or maximum quantity of vehicle Services that will be required of CONTRACTOR under this Agreement.
- 4.2 CONTRACTOR, at the request of BSO, may submit a written quote/estimate for Services on a specific vehicle or group of vehicles, in a format determined by BSO. The quote/estimate shall be based upon the rates set forth in Exhibit B, which is attached and incorporated herein. Notwithstanding the forgoing, CONTRACTOR may, at CONTRACTOR'S option, quote lower rates than those identified in Exhibit B, but not quote increased rates above those identified in Exhibit B. BSO shall evaluate the quote/estimate received by the CONTRACTOR and other vendors under contract with BSO to provide Services. BSO reserves the right to reject all quotes/estimates. In the event BSO accepts CONTRACTOR'S quote/estimate, such quote/estimate shall serve as a basis in determining the consideration to be paid to CONTRACTOR for that specific vehicle or group of vehicles. The parties agree that the terms and conditions stated herein along with the CONTRACTOR'S quote/estimate for a specific vehicle shall serve as a binding agreement with regards to the work to be done on such vehicle or group of vehicles.
- 4.3 Upon consent of the CONTRACTOR, any governmental entity, agency or municipality within the State of Florida may utilize this Agreement to make purchases under the same pricing, terms and conditions of this Agreement with the development of their own contract or agreement ("Piggybacking"). In such cases of Piggybacking, all purchases made by other governmental entities pursuant to the terms and conditions of this provision and this Agreement, shall be transactions between the CONTRACTOR and the other governmental entity and BSO shall not be responsible for any such purchases. *Additionally, in such cases of Piggybacking, BSO's service orders shall take first precedence to all other governmental entities service order(s).*

SECTION V

SCOPE OF SERVICES

5.1 **NORMAL HOURS OF OPERATION:** CONTRACTOR will provide its own Facility(ies) and supplies and equipment and personnel and shall provide Services under this Agreement during the minimum following times: 8:30 a.m. to 5:30 p.m., Monday through Friday, excluding holidays and weekends.

5.2 All work shall be done in conformity with ALL applicable local, state, and federal safety codes, ordinances, and regulations. Additionally, all products shall conform to the latest edition of the following standards:

SAE International;

NFPA (National Fire Protection Association);

UL (Underwriters Laboratories Inc.);

OSHA 1910.95 "Permissible Noise Exposure"; and

Parts shall be either Original Equipment Manufacturer (OEM) or meet OEM standards.

Any reference to published specifications or standards of any organization or association shall refer to the requirements of the specification or standard which is current on the date of the issuance of this RLI. In case of a conflict between referenced specifications or standards, the one having the most stringent requirements shall prevail.

5.3 CONTRACTOR will provide Services for BSO's vehicles in accordance with BSO's RLI #23004AP, which is attached as Exhibit A and incorporated herein and CONTRACTOR'S Proposal to RLI #23004AP which is attached as Exhibit B and incorporated herein, to include, but not necessarily be limited to, the following:

- a. **Estimate Requirements:** All estimates shall be in writing based upon the rates set forth in Exhibit B, which is attached and incorporated herein. CONTRACTOR shall prepare a preliminary estimate for Services of vehicle(s) within one (1) business day from delivery to CONTRACTOR'S facility or request from BSO. Notwithstanding the forgoing, CONTRACTOR may, at CONTRACTOR'S option, quote lower rates than those identified in Exhibit B, but not quote higher rates to BSO. All payments shall be made in accordance with the Section VI of this Agreement. All estimates shall indicate labor rate and labor hours; parts cost by component, and approximate time frame for completion. The CONTRACTOR shall submit the estimate to the BSO'S Contract Administrator. BSO must approve, in writing, all work/Service orders before CONTRACTOR performs the Services. In the event work is completed prior to BSO Contract Administrator's written approval, BSO will not be obligated to pay CONTRACTOR for such Services. With or without notice, BSO may inspect any vehicle delivered for Services or any of CONTRACTOR'S facility(ies).
- b. **Supplements:** Supplemental estimates, additional cost of Services from hidden conditions beyond the original estimate, will be reviewed on a case-by-case basis and limited to maximum of ten percent (10%) of the original

estimate. If BSO determines that the CONTRACTOR has excessive number of supplemental estimates, CONTRACTOR may be held in material breach of this Agreement by BSO.

- c. Reporting of Turn Around Time: CONTRACTOR shall state in the Service estimate, the total turn around time for completion of Service for each vehicle. CONTRACTOR shall provide at the end of each Service completion on each vehicle, a detailed listing of the work performed, and equipment supplied, and hours worked. No markup or administrative fee, stocking or restocking fees will be added to the cost of parts or special-order parts under this Agreement other than those rates specifically identified in Exhibit B attached hereto.
- d. Reporting Quarterly: CONTRACTOR shall furnish BSO with quarterly reports showing the dollar amount for the total work performed within that quarter and a list of all vehicles receiving Services within the quarter. All reports must include a listing of all BSO vehicles serviced in that quarter to include a breakout of parts, labor, sublets, supplements and any installations or decommission work or rework or repairs. CONTRACTOR will provide other reports as requested by BSO.
- e. Cleanliness of Vehicles: CONTRACTOR shall use best efforts to ensure the vehicles are returned to BSO only after the vehicles are cleaned on the interior of the body – including dusted, washed and vacuumed.
- f. Parts and Materials: CONTRACTOR shall not be entitled to any markups on any parts and materials charged to BSO with the exception of those prices identified in Exhibit B attached hereto, if any. BSO reserves the right to review and audit CONTRACTOR'S original parts invoices anytime during this Agreement and benchmark these prices against other comparable market pricing and if such benchmarking reveals overpricing by CONTRACTOR for parts charged to BSO, then BSO shall be entitled to a credit or refund of the difference upon demand. BSO reserves the right to supply CONTRACTOR with new or used OEM parts to be used on BSO vehicles. CONTRACTOR shall be required to conduct thorough parts sourcing activities in order to supply BSO with the lowest cost for quality parts that are reasonably obtainable. CONTRACTOR shall keep in stock for BSO, at CONTRACTOR'S cost, expense and risk, sufficient number of commonly used parts and equipment normally and routinely used by BSO at the CONTRACTOR'S Facility(ies) to limit any delays in delivering Services to BSO and to reduce any waiting time for shipment of needed parts and equipment.
- g. Road Testing: Only if necessary, CONTRACTOR shall conduct a road or appropriate operations test on all vehicles and equipment CONTRACTOR will ensure that the vehicles and equipment are safe to operate prior to being returned to BSO for service. CONTRACTOR shall sufficiently temporarily cover the emergency lights and BSO badge, logo and BSO markings while a vehicle is being test driven to avoid the public from viewing such markings. CONTRACTOR shall not operate emergency lights or audible emergency equipment unless necessary to establish the working functionality of the

same and may do so only off public streets and away from public viewing. Only licensed and properly insured drivers shall operate vehicles when being test driven. CONTRACTOR is solely liable for any and all damages and/or losses whatsoever to BSO'S vehicle and property during said test drives.

- h. Materials: The materials, parts and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to ridged examination and standardization. All parts and equipment installed by CONTRACTOR in/on BSO vehicles must be new and not used or after-market. Items not meeting these requirements shall be replaced at no cost to BSO upon due notice of deficiency.
- i. Transporting of Vehicles: The CONTRACTOR shall be responsible for all transportation of the BSO vehicles to/from BSO vehicle storage sites located at: i) The empty unpaved lot immediately north of the Paul Rein Detention Facility which is located 2421 N.W. 16th Street, Pompano Beach Florida 33309; and ii) the paved parking lot immediately north of the Joseph V. Conte located at 1351 N.W. 27th Avenue, Pompano Beach Florida 33069 (Collectively referred to herein as the "BSO Storage Site") CONTRACTOR shall burden the risk of loss or damage to the vehicles and all liability relating to the operation of said vehicles: a) while the vehicles are in the care, custody and control of the CONTRACTOR; b) while the vehicles are being operated by the CONTRACTOR; c) while the CONTRACTOR is transferring the vehicles to/from the BSO Storage Site and the CONTRACTOR'S Facility(ies).
- j. Quality Assurance: CONTRACTOR shall design, (subject to BSO approval), and implement a Quality Assurance Program for the Services rendered under this Agreement.
- k. Cost Containment: Both parties acknowledge that BSO's cost containment is a critical component of this Agreement. Both parties further acknowledge that BSO has a fixed budget allocation for Fleet maintenance and has a limited ability to supplant the Fleet budget to accommodate cost overruns. Both parties will actively strive to manage expenditures. CONTRACTOR shall be an active participant in helping to control costs under this Agreement. CONTRACTOR will use its best efforts to control all costs, fees, charges, and expenses charged to BSO under this Agreement and will actively seek out the lowest possible price points for all Services offered to BSO and pass along the savings to BSO during the entire term of this Agreement, and any extensions thereto.

CONTRACTOR will be responsible for any damages and/or losses whatsoever to BSO's property as applicable when such property is the responsibility or in the custody of the CONTRACTOR, his/her employees or Sub-Contractors. CONTRACTOR and his/her employees or Sub-Contractors shall return the serviced vehicle FOB to the designated BSO facility or BSO site.

5.4 REPLACED PARTS

CONTRACTOR shall retain replaced parts for inspection and utilize an identification method to clearly indicate the vehicle in which the replaced parts were removed upon written request from BSO. BSO'S Contract Administrator will advise CONTRACTOR, in writing, if the replaced parts can be disposed of or whether such parts must be held in a secure location for investigation or other purposes.

5.4 ENVIRONMENTAL/SAFETY

CONTRACTOR will continue its safety and environmental programs in order to ensure that its Facility(ies) are run in strict compliance with all federal, state and local law, statutes, rules and regulations while reducing and eliminating lost productive time due to accidents.

5.5 EMERGENCY/NATURAL DISASTER

During any BSO declared emergency situations, such as unforeseen disturbances, riots, storms, hurricanes, tornadoes flooding or other acts of God, CONTRACTOR shall provide adequate staffing to assure the continued use of safe, operational vehicles and equipment. Such emergencies may occur at any time and may involve any number of employees, equipment, and vehicles. CONTRACTOR will mobilize its Facility(ies) and provide Services for the duration of the emergency situations. All emergency labor work will be billed at the hourly rate set forth in Section VI of this Agreement. Cost for parts and materials will be billed to BSO at actual cost unless specifically agreed to otherwise as identified in Exhibit B attached hereto. CONTRACTOR will accept emergency work requested by BSO. CONTRACTOR will give such emergency work priority over all other work at its Facility(ies). The required supply inventory will be mutually determined by BSO and CONTRACTOR.

5.6 TOWING SERVICE

Upon request by BSO, CONTRACTOR shall provide towing services for BSO vehicles and equipment in Miami Dade, Broward or Palm Beach County to/from CONTRACTOR'S facility when said vehicle is inoperable as determined at the discretion of BSO and in need of Services. The cost of any BSO vehicle that is being towed from one of BSO'S service centers or to a subcontractor will be invoiced to BSO by CONTRACTOR, at no more than fifty dollars (\$50.00) per tow.

If CONTRACTOR is unable to provide towing services required by this contract, CONTRACTOR shall contract with one or more companies that are licensed, insured and capable of providing twenty-four (24) hour service calls. CONTRACTOR is responsible for contracting only with companies that have sufficient insurance coverage to protect BSO and otherwise comply with the insurance provisions set forth in this Agreement.

CONTRACTOR will ensure that the towing vendor(s) is insured and capable of providing 24-hour service calls. In addition, CONTRACTOR is responsible for contracting only with companies that have sufficient insurance coverage to protect BSO and otherwise comply with the insurance provisions set forth in this Agreement. All tow company insurance policies shall name and endorse the following as additional insured: the Broward County Sheriff's Office, BSO, Broward County, the Board of Commissioners of Broward County and their officers, agents,

employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies. Garage keeper's insurance will be required in addition to other insurance requirements listed herein.

Notwithstanding the forgoing, BSO may elect, at BSO's sole discretion, to utilize BSO's towing vendors (currently Mac's Towing, Westway Towing and A-Superior Towing) at BSO's cost and expense at any time.

SECTION VI **CONSIDERATION/INVOICING**

6.1 CONSIDERATION

The consideration payable by BSO to the CONTRACTOR for Services rendered pursuant to Agreement shall be at the rates as set forth in Exhibit B, which is attached and incorporated herein, including the bundling rates identified as Attachment A consisting of 7 consecutive pages within Exhibit B. Notwithstanding the forgoing, CONTRACTOR, at CONTRACTOR'S option, may quote and charge lower rates than those set forth in Exhibit B or provide discounts on those quotes/rates on any given job order or solicitation received from BSO.

The consideration represented within Exhibit B and Attachment A within Exhibit B shall remain the same for the initial term of the parties' agreement. Thereafter, on an annual basis the CONTRACTOR may request an increase or decrease in pricing represented in Exhibit B and Attachment A within Exhibit B, but only to the degree based on documented equipment manufacturer increases or documented CONTRACTOR'S operational expense increases and only to the extent of up to three percent (3%) per year or the current CPI index. BSO, at BSO's discretion, may agree to said price changes or deny such price changes in writing. If BSO rejects CONTRACTOR'S request for a price change, then the CONTRACTOR will continue to perform under this Agreement without any increase in prices charged to BSO. If a manufacturer of any parts or equipment offers price discounts to CONTRACTOR, CONTRACTOR shall pass on those price discounts to BSO.

6.2 MONTHLY INVOICE

CONTRACTOR shall invoice BSO on a monthly basis for Services fully completed. The invoice shall include the following information:

- a. BSO purchase order number
- b. The date of the report
- c. Cost of labor
- d. Cost of subcontractor services
- e. Number of Cost of supplements
- f. Contract serial number
- g. BSO vehicle identification number
- h. Vehicle identification number
- i. Total number of reworks
- j. Total labor rates with labor hours

- k. Work order number
- l. Description of work performed and reason for repair
- m. Detail itemized parts listing and pricing and serial numbers of parts
- n. Vehicle Assigned Location (example: station, district or department).

All invoices without the above listed information may be returned by BSO to CONTRACTOR for corrections within ten (10) business days, thus delaying payment. The CONTRACTOR shall resubmit a revised/corrected invoice within three (3) business days of return. BSO reserves the right to request additional documentation to be reviewed prior to paying any disputed portion of an invoice. Such documentation may include, but is not limited to, invoices to CONTRACTOR for subcontracted services. BSO shall pay CONTRACTOR within thirty (30) days of BSO'S receipt of the monthly invoice meeting the requirements above.

6.3 END OF YEAR INVOICE:

CONTRACTOR shall provide all invoices for work provided during a fiscal year (October 1 – September 30) in a timely manner and prior to October 10th of that calendar year. BSO will not be fiscally responsible to pay any invoices received during a fiscal year for work performed in a previous fiscal year except for the final invoice that is due prior to the October 10th date. The final invoice should state on the invoice that this is the final invoice for Fiscal Year (enter fiscal year #) and include the information listed above in Section 6.2.

6.4 EXPENSES.

Except as otherwise provided herein, CONTRACTOR shall be fully and solely responsible for any and all expenses incurred by CONTRACTOR in the performance of this Agreement, including, but not limited to, costs of supplies, fees, licenses, bonds or taxes, and all other costs of doing business. CONTRACTOR shall not, in any manner, incur indebtedness on behalf of BSO.

SECTION VII **TIME IS OF THE ESSENCE IN CONTRACTOR'S SERVICES**

Time is of the essence in CONTRACTOR'S rendering of Services under this Agreement.

SECTION VIII **HIDDEN DAMAGE OR CONDITIONS**

If during the course of rendering Services to any BSO vehicle, CONTRACTOR discovers additional work or repairs not included in the original estimate, CONTRACTOR shall contact BSO'S Contract Administrator for inspection and approval. Upon BSO'S Contract Administrator's written approval, a revised estimate shall be promptly prepared and delivered by CONTRACTOR to BSO's Contract Administrator.

SECTION IX **REWORK**

- 9.1 CONTRACTOR must provide professional workmanship and avoid Rework repairs. Excessive Reworks will affect job allocations and may, in BSO'S sole discretion, result in immediate default of this Agreement. All installations and fabrications are subject to BSO'S quality control inspections. All Rework shall be performed at no additional cost to BSO.
- 9.2 CONTRACTOR should track and identify Rework utilizing it's approved automated fleet management system and shall not include in the monthly statement, any costs for Reworks occurring less than the scheduled time after the original repair. In the case of a Rework, CONTRACTOR shall correct any resultant deficiency at no additional cost to BSO. BSO shall not pay any costs associated with Rework including, but not limited to towing fees, cost of actual Rework and repair or cost for additional damages and penalties as a result of repair omissions or improper initial repair by CONTRACTOR. Reworks shall be classified as priority of other Service orders.
- 9.3 If there is a dispute about a Rework repair, such dispute shall be resolved by BSO's Contract Administrator and CONTRACTOR'S representative.

SECTION X **LIABILITY/INDEMNIFICATION**

- 10.1 CONTRACTOR shall, at all times hereafter, indemnify, hold harmless (and, at the option of BSO'S counsel, defend or pay for an attorney selected by BSO'S counsel to defend) the Broward Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County, and their officers, agents, employees and commission members from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the negligent or wrongful acts or omissions of CONTRACTOR, its officers, agents, employees, servants, independent contractors or subcontractors in the performance of this Agreement or the Services rendered by CONTRACTOR.
- 10.2 CONTRACTOR shall inform BSO in advance of planned actions and/or conduct related to CONTRACTOR'S handling of any such action or claim. BSO shall inform CONTRACTOR of any known restrictions, defenses or limitations which may arise or exist by reason of BSO being a governmental entity.
- 10.3 BSO shall not be liable for and CONTRACTOR agrees to indemnify BSO against any liability resulting from injury or illness, of any kind whatsoever, to CONTRACTOR'S employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.

- 10.4 Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the BSO'S immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.
- 10.5 The above indemnification provisions shall survive the expiration or termination of the Agreement.
- 10.6 CONTRACTOR shall be responsible for any loss or damage to BSO vehicles, equipment or property from acts of theft, burglary, or vandalism, while such vehicles, equipment and property are in CONTRACTOR'S care, custody or control or while such vehicles, equipment and property are in the CONTRACTOR'S employees', agents', representatives', or subcontractors' care custody or control. If the loss or damage to a vehicle, regardless of the location of the vehicle, results from theft or mishandling of that vehicle keys in CONTRACTOR'S possession, then CONTRACTOR shall be liable for such loss or damage to the vehicle.

SECTION XI

DIRECT DELIVERY OF VEHICLES DIRECTLY TO FACILITIES

CONTRACTOR may receive BSO vehicles directly from BSO for Services and coordinate the timing of such delivery of vehicles for immediate Services or for storage in contemplation of future Services to the vehicles. CONTRACTOR shall, upon request by BSO and for no additional charges to BSO, coordinate and arrange directly with vehicle manufacturers, resellers, suppliers or distributors supplying BSO with new or refurbished vehicles for delivery directly to CONTRACTOR'S facility(ies) (hereinafter referred to as "drop ship"). CONTRACTOR, at no additional cost or expense to BSO, CONTRACTOR shall:

- a. Accept a dealer's "drop ship" or direct ship vehicles to CONTRACTOR'S Facility(ies);
- b. Check in, inspect and sign on behalf of BSO each "drop ship" vehicle to CONTRACTOR'S facility; and
- c. If any issues are identified with a vehicle, CONTRACTOR shall immediately notify BSO and BSO will follow up with the selling dealer to determine a course of action.

SECTION XII

CONTRACTOR'S EMPLOYMENT & STAFFING LEVEL RESPONSIBILITY

- 12.1 Any person(s) utilized by CONTRACTOR to fulfill the terms and conditions of this Agreement shall be deemed agents, subcontractors, servants, or employees of CONTRACTOR, not of BSO.
- 12.2 Accordingly, CONTRACTOR shall be responsible for assuming all employment related costs and expenses including, but not limited to, the cost of contributions to pension funds, insurance premiums, workers compensation funds (Chapter 441, FSA), or other CONTRACTOR provided employee fringe benefits.

- 12.3 CONTRACTOR shall adopt working conditions that meet all local, state, and federal laws, statutes, ordinances, codes, rules, and regulations.
- 12.4 CONTRACTOR'S staffing level for this Agreement shall be adequate to provide the services contemplated herein. CONTRACTOR shall provide EVT certified installers and technicians. CONTRACTOR shall keep and maintain all personnel and manufacturing certifications mentioned in Exhibit B.
- 12.5 In accordance with, §448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Contractor shall, upon request, provide evidence of compliance with this provision to BSO. Failure to comply with this provision is a material breach of an Agreement, and BSO may choose to terminate the Agreement at its sole discretion. CONTRACTOR may be liable for all costs associated with BSO securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

SECTION XIII **CONTRACTOR'S FACILITY(IES)**

- 13.1 LOCATION OF SERVICE
CONTRACTOR shall perform the services described herein at the CONTRACTOR'S facility(ies) within Broward County, Florida or at CONTRACTOR's Jupiter, Florida location as needed. For any and all work to be completed outside of Broward County, Florida, CONTRACTOR shall tow SHERIFF's vehicle(s) to CONTRACTOR's facility at its own expense on a flatbed truck. CONTRACTOR shall be responsible for any and all maintenance, repairs and capital improvements to the CONTRACTOR'S facilities.
- 13.2 FACILITY COMPLIANCE
CONTRACTOR shall ensure that CONTRACTOR'S facility(ies) are operated in compliance with all local, state, and federal laws, statutes, ordinances, rules, orders, and regulations.
- 13.3 FACILITY SAFETY & SECURITY

In addition to all the CONTRACTOR'S facility(ies) security and safety systems described in Exhibit B, CONTRACTOR shall provide 24/7 secure, fenced in and security camera monitored security system protected storage for all BSO vehicles and/or parts/equipment provided to CONTRACTOR for Service. CONTRACTOR shall burden all risk of loss and/or damage to that occurs to BSO vehicles and/or parts/equipment that have been placed physically with the CONTRACTOR for Services. CONTRACTOR shall be considered a bailee of these vehicles and/or parts/equipment and CONTRACTOR shall keep all vehicles and/or parts/equipment in covered, secured inside storage structure away from all elements and rain. CONTRACTOR'S facility(ies) shall conform to all applicable municipal, county, state and federal codes, with no exceptions.

SECTION XIV **EQUIPMENT, TOOLS, AND FURNITURE**

- 14.1 CONTRACTOR, at its cost, shall be responsible for equipping the CONTRACTOR'S facility(ies) with all equipment, tools and supplies necessary for CONTRACTOR to efficiently perform the Services described herein.
- 14.2 CONTRACTOR will be responsible for the cost of the upkeep, repair, replacement, and purchase of the Facility(ies)' equipment, tools, and furniture necessary to perform the highest level of service in a timely manner. Additionally, CONTRACTOR and will pay for any and all parts and accessories needed to maintain the equipment, tools and furniture in proper working condition and good running order.

SECTION XV **PERMITS, TAXES, AND LICENSES**

CONTRACTOR, at its sole expense, shall obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local, state and federal laws, statutes, ordinances, codes, rules, and regulations applicable to the services provided herein.

SECTION XVI **INSURANCE**

- 16.1 Throughout the term of this Agreement and for all applicable statutes of limitations periods, CONTRACTOR shall maintain in full force and effect the insurance coverages set forth in this Section.
- 16.2 All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a Best's rating of A-VI or better.
- 16.3 All insurance policies shall name and endorse the following as additional insureds: the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and

commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies.

- 16.4 All insurance policies shall be on an occurrence basis and shall be endorsed to provide that (a) CONTRACTOR'S insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and (b) CONTRACTOR'S insurance applies separately to each insured against whom claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- 16.5 Waiver of Subrogation – CONTRACTOR agrees by entering into this agreement to a Waiver of Subrogation, against the Broward Sheriff's Office and Broward County for each required policy herein. When required by the insurer or should a policy condition not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- 16.6 CONTRACTOR shall carry the following minimum types of insurance and submit insurance information with the proposal including aggregate limits:
 - a. Workers' Compensation Insurance. CONTRACTOR shall carry Worker's Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than \$500,000 for each accident, \$500,000 for each disease, and \$500,000 for aggregate disease.
 - b. Commercial General Liability Insurance. CONTRACTOR shall carry Commercial General Liability Insurance with limits of not less than two million (\$2,000,000) dollars per occurrence combined single limit for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and cross liability. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.
 - c. Employee Fidelity Coverage: Coverage A – CONTRACTOR shall carry Employee Fidelity with minimum limit of One Million Dollars (\$1,000,000).

- d. Business Automobile Liability Insurance. CONTRACTOR shall carry Business Automobile Liability insurance with minimum limits of one million (\$1,000,000) dollars per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include coverage for any damage or loss caused by CONTRACTOR when operating or storing or repairing BSO vehicles.
- e. Garage Keepers Liability/Garage Liability Insurance: CONTRACTOR must carry Garage Keepers Liability (Direct Primary Coverage) insurance policy or policies to protect BSO's vehicles from losses resulting from perils such as fire, vandalism, and theft while such vehicles are in the care, custody and control of CONTRACTOR in an amount of no less than two million dollars (\$2,000,000.00) and to include loss of use of BSO's property. Additionally, CONTRACTOR shall carry Garage Liability insurance of not less than \$2,000,000 per occurrence to cover third party injuries and/or property damage caused by the garage operations.
- f. Cargo/On-Hook: CONTRACTOR must carry Cargo/On-Hook coverage at a minimum of \$100,000 per vehicle. Coverage shall include both the unit being towed and its contents.
- f. Umbrella or Excess Liability Insurance. CONTRACTOR may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CONTRACTOR agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds.

- 16.7 CONTRACTOR shall provide BSO'S Director of Risk Management and BSO'S Contract Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of insurance and coverages required by this Section prior to award of the contract, and, at any time thereafter, upon request by the BSO.
- 16.8 CONTRACTOR's insurance policies shall be endorsed to provide BSO with at least sixty (60) days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Broward Sheriff's Office

Attn.: Contract/Lease Manager
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

AND

Broward Sheriff's Office
Attn: Director of Risk Management
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

- 16.9 If CONTRACTOR'S insurance policy is a claims made policy, then CONTRACTOR shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of the Agreement or any extensions or renewals of the Agreement. Applicable coverages may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement or tail coverage.
- 16.10 If any of CONTRACTOR'S insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this Section.
- 16.11 The provisions of this Section shall survive the expiration or termination of this Agreement.
- 16.12 Payment. If any of the insurance policies required under this Article above lapse during the term of this Agreement or any extension or renewal of the same, Contractor shall not receive payment from BSO until such time that BSO has received satisfactory evidence of reinstated coverage of the types and coverages specified in this Article that is effective as of the lapse date. BSO, in its sole discretion, may terminate the Agreement immediately and no further payments shall be due to Contractor.

SECTION XVII

WASTE & DISPOSAL OF PARTS

- 17.1 CONTRACTOR shall, at CONTRACTOR'S expense, comply with all laws regulating the use, generation, release, manufacture, refining, storage, transportation, or disposal of hazardous substances relating to the CONTRACTOR'S facility(ies) and/or Services rendered under this Agreement. CONTRACTOR shall promptly provide all information regarding the use, generation, release, manufacture, refining, storage, transportation or disposal of hazardous substances that is requested by BSO.

- 17.2 Any and all used parts removed from BSO vehicles shall be either returned to BSO or at the option of BSO, properly destroyed by CONTRACTOR.

SECTION XVIII **INSPECTION OF WORK**

CONTRACTOR shall furnish BSO or BSO authorized representative(s) with every reasonable opportunity to determine whether or not the work is performed in accordance with the requirements of this Agreement. BSO may appoint qualified persons to inspect the CONTRACTOR'S and/or subcontractor's operations and equipment, and CONTRACTOR shall permit these authorized representative(s) to make such inspections at a reasonable time and place.

SECTION XIX **WARRANTY**

CONTRACTOR shall warrant and guarantee work performed by CONTRACTOR or its subcontractors for a minimum of five (5) years.

- a. All parts installed by CONTRACTOR on/in BSO vehicles shall be covered for a minimum of five (5) years by original equipment manufacturer's or reseller's warranties and said warranties shall name BSO as the owner and holder of such warranties when possible. CONTRACTOR will take all steps in facilitating the naming BSO as the owner and holder of all such warranties;
- b. All work is fully and completely warranted for by original equipment manufacturer's or reseller's warranties, and if there is no such original equipment manufacturer's or reseller's warranties, then for five (5) years after the date of the completion of the CONTRACTOR'S Services to the vehicle;
- c. CONTRACTOR shall provide any repeat repairs/work that is required and that falls within the warranty period at no additional labor, parts, administrative fees or subcontractor charge to BSO; and
- d. The materials, parts and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Materials, parts and supplies not meeting these requirements shall be replaced at no cost to BSO upon due notice of deficiency.

SECTION XX **REPORTING / RECORDS**

- 20.1 CONTRACTOR shall provide BSO's authorized representatives access, at reasonable times, to all electronic and hard data-copy books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memorandum of every description, pertaining to the work under this Agreement for the purpose of auditing and verifying costs of the work performed, upon prior notice to CONTRACTOR. CONTRACTOR shall generate any and all reports, records and documentation requested by BSO's Contract Administrator(s).
- 20.2 CONTRACTOR will maintain its current digital and computerized files and system tracking each vehicle by its Vehicle Identification Number (VIN) and make/model and service dates, which shall include color photographs of the vehicles and equipment/repairs, documenting all repairs and Services rendered to all vehicles and allow BSO access or copies of the same upon BSO at no additional cost or expense. Said digital and computerized files and system shall be backed up automatically no less than once every twenty-four (24) hours and stored in a separate "mirror image", duplicate server or data storage device at all times. Said digital and computerized files and system shall be preserved at least for ten (10) years after the rendering of the Services to each vehicle.
- 20.3 CONTRACTOR shall maintain a complete file of service manuals, service bulletins, charts and other such information needed to properly render Services to BSO's Fleet. A hard copy history folder shall be maintained by CONTRACTOR for each BSO vehicle and piece of equipment. This folder will contain, in chronological order, all work orders generated on the vehicle. The folder shall also contain the vehicle's make, model, year and VIN along with invoice information.
- 20.4 CONTRACTOR agrees to retain all financial books, records, and other documents relevant to this Agreement for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer.
- 20.6 If CONTRACTOR'S books, records and other documents relevant to the services provided by CONTRACTOR pursuant to this Agreement are not sufficient to support and document that such services were provided, BSO shall notify CONTRACTOR in writing of the unsubstantiated services and BSO has the option of either adjusting any future invoice submitted by CONTRACTOR by the amount of the unsubstantiated services or to require repayment of the unsubstantiated amount by CONTRACTOR'S issuance of a check payable to BSO.
- 20.7 If at any time it is determined by BSO that a cost for which payment has been made is a disallowed cost, BSO shall notify CONTRACTOR in writing of the disallowance which shall be at the option of BSO either to adjust any future invoice submitted by CONTRACTOR by the amount of the disallowance or to require repayment of the disallowed amount by CONTRACTOR.

BSO shall have the right to audit the books, records, and accounts of CONTRACTOR that are related to the Services. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR shall be kept in written form, or in a form capable of conversion into written form within a reasonable time and, upon request to do so, CONTRACTOR shall make same available at no cost to BSO in written form.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by BSO, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by BSO to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof.

- 20.8 Pursuant to Florida law (including but specifically but not limited to Section 119.0701, Florida Statutes), CONTRACTOR must comply with all applicable public records laws. Specifically, CONTRACTOR shall:
- (a) Keep and maintain public records required by BSO to perform the services contracted for in this Agreement.
 - (b) Upon request from BSO, BSO'S designee or BSO'S custodian of public records, provide BSO or designee with a copy of the requested records or allow the records to be inspected or copied, at BSO or designee's sole option, within a reasonable time at no cost to BSO.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to BSO.
 - (d) Upon completion of the contract, transfer, at no cost, to BSO all public records in possession of CONTRACTOR or keep and maintain public records required by BSO to perform the services contracted for in this Agreement, at BSO'S sole option. If the CONTRACTOR transfers all public records to BSO upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records.
 - (e) All public records stored electronically by the CONTRACTOR pertaining to the services contracted for in this Agreement must be provided to BSO, upon

request from the BSO, or BSO'S designee or BSO'S custodian of records, designee, in a format that is compatible with the information technology systems of BSO.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745 Erin.Foley@sheriff.org OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE AT (954) 831-8920.

In the event CONTRACTOR receives a public records request related to this Agreement and the services provided hereunder, CONTRACTOR shall provide BSO with written notice of the request accompanied by a copy of such request at least five (5) calendar days prior to the distribution of any of the requested records.

SECTION XXI **MEETINGS**

At the request of BSO's Contract Administrator, CONTRACTOR will meet with BSO personnel to discuss any issues related to fleet maintenance and repairs.

SECTION XXII **ANNUAL PERFORMANCE REPORT**

CONTRACTOR shall submit an annual report to BSO that reviews CONTRACTOR'S performance in relationship to the term and conditions of this Agreement. The format of the report and due date will be mutually agreed upon between CONTRACTOR and BSO.

SECTION XXIII **INDEPENDENT CONTRACTOR**

CONTRACTOR shall at all times be an independent contractor under this Agreement, rather than an employee, agents, or representative of BSO, and no act, action, or omission to act by CONTRACTOR shall in any way obligate or bind BSO.

SECTION XXIV **SUBCONTRACTING**

24.1 CONTRACTOR shall not subcontract the Services to be performed hereunder without BSO'S Contract Administrator's prior written approval. Such approval shall not be construed as making BSO a party to such subcontract, nor shall approval be construed as subjecting BSO to liability of any kind to any subcontractor. Subcontracting shall not relieve CONTRACTOR of its responsibilities and obligations under this Agreement.

- 24.2 A list of all subcontractors CONTRACTOR intends on using to perform the Services contemplated herein is set forth in Exhibit C (if any), which is attached and incorporated herein and such list is approved by BSO.

SECTION XXV **TERMINATION**

- 25.1. Termination by Mutual Agreement. In the event the BSO and CONTRACTOR mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- 25.2. Termination Without Cause. BSO shall have the right to terminate this Agreement without cause by providing CONTRACTOR with thirty (30) calendar days written notice via certified mail, return receipt requested or via hand delivery with proof of delivery or e-mail to CONTRACTOR.
- 25.3. Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, BSO may provide CONTRACTOR with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.
- 25.4. Immediate Termination by BSO. BSO, in its sole discretion, may terminate this agreement immediately upon the occurrence of any of the following events:
- a) CONTRACTOR'S violation of the Public Records Act;
 - b) The insolvency, bankruptcy or receivership of CONTRACTOR;
 - c) CONTRACTOR'S violation or non-compliance with Section XXX, Civil Rights Requirements;
 - d) CONTRACTOR'S failure to maintain insurance in accordance with Section XVII, Insurance; or
 - e) CONTRACTOR'S violation of Florida Statute §448.095, Employment Eligibility.
- 25.5. Neither the termination nor the expiration of this Agreement shall relieve CONTRACTOR, or its employees from their contractual duty and ethical obligation to provide or arrange for services under this Agreement until the date of termination.
- 25.6. Notwithstanding any other provisions of this Agreement, CONTRACTOR'S duty to indemnify and defend BSO as set forth herein shall survive the termination or expiration of this Agreement.

SECTION XXVI **WAIVER**

It is agreed that no waiver or modification of this Agreement or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that evidence of any waiver or modification shall not be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, and duly executed.

SECTION XXVII **SURVIVORSHIP OF BENEFITS**

This Agreement shall be binding on and inure to the benefit of the respective parties and their successors and assigns.

SECTION XXVIII **ENTIRE AGREEMENT**

This Agreement, including this document and all Exhibits incorporated herein, is the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements are merged herein or superseded hereby. If there is a conflict between this document and any of the attached Exhibits hereto, then this document shall control, then Exhibit A, then Exhibit B and then Exhibit C in that order. Notwithstanding the forgoing, in the event there is a conflict between the terms and conditions of any of the documents comprising this Agreement, the terms and conditions that are most favorable to BSO shall be controlling regardless of the location of those terms and conditions within the documentation. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties.

SECTION XXIX **SEVERABILITY**

If any term or provision of this Agreement is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect.

SECTION XXX **CIVIL RIGHTS REQUIREMENTS**

- 30.1 CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act.
- 30.2 CONTRACTOR shall not discriminate on the basis of race, age, religion, color, gender, national origin, sexual affinity, sexual orientation, sexual identity, marital status, or physical or mental disability.
- 30.3 CONTRACTOR agrees that compliance with this Section constitutes a condition to this Agreement, and that it is binding upon CONTRACTOR, its successors,

transferees, and assignees for the period during which services are provided. CONTRACTOR will ensure that all subcontractors, are not in violation of the terms of this Section.

SECTION XXXI **CONFIDENTIALITY**

- 31.1 To the extent permitted by law, CONTRACTOR shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of BSO, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description, except for information necessary to properly render Services under this Agreement and to the BSO Fleet. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of BSO, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this agreement. CONTRACTOR acknowledges that a breach of this confidentiality will cause irreparable injury to BSO, that the remedy at law for any such violation or threatened violation will not be adequate and that BSO shall be entitled to temporary and permanent injunctive relief.
- 31.2 It is acknowledged by the parties that certain property owned by BSO is sensitive in nature and requires concerted efforts by the CONTRACTOR to ensure that the sensitive nature of such property is not compromised. Vehicles designated by BSO as unmarked, and/or surveillance vehicles shall be serviced by the CONTRACTOR. CONTRACTOR shall insure that the confidential and sensitive nature of these vehicles (and the BSO personnel operating them), including, but not limited to, the special equipment inside the vehicles, is maintained by CONTRACTOR, its employees and subcontractors. CONTRACTOR'S employees and subcontractors providing services pursuant to this Agreement will be required to sign the confidentiality agreement, which is attached hereto as Exhibit D. Security by the CONTRACTOR shall include, but not be limited to:
- a. Not discussing these vehicles, (except on site where it pertains to the Services under this Agreement).
 - b. Prohibiting handling and tampering with special machinery, tools and equipment of any kind.
 - c. Insuring that the integrity of vehicle/truck technicians and other staff and subcontractors is maintained at all times.
 - d. Prohibiting the photographing or recording of such vehicles (except to the extent necessary to document the Services rendered to the vehicle in accordance with section 20.2 of this Agreement) and/or their BSO operators
 - e. Prohibiting the photographing, recording or revealing any BSO employee operating undercover, unmarked vehicles.

31.3 CONTRACTOR shall incorporate the foregoing provisions of this Section in all of its authorized subcontracts.

SECTION XXXII
PUBLIC ENTITY CRIMES ACT & SCRUTINIZED COMPANIES LIST

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 on a contract with BSO, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with BSO, and may not conduct business with BSO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONTRACTOR shall result in termination of this Agreement and may cause CONTRACTOR debarment.

By signing this agreement and the attached certification marked as Exhibit F, CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per §287.135, Florida Statutes. If BSO determines, using credible information available to the public, that CONTRACTOR has submitted a false certification, BSO shall provide CONTRACTOR with written notice of its determination. CONTRACTOR shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If CONTRACTOR does not make such demonstration within 90 days after receipt of the notice, BSO shall bring a civil action against the CONTRACTOR. If a civil action is brought and the court determines that the CONTRACTOR has submitted a false certification, CONTRACTOR shall pay a civil penalty equal to the greater of \$2 million or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, CONTRACTOR will be ineligible to bid on any contract with an agency or local governmental entity for 3 years after the date BSO determined that CONTRACTOR submitted a false certification, pursuant §287.135(5)(a) Florida Statutes.

SECTION XXXIII
DRUG-FREE WORKPLACE

CONTRACTOR shall provide a drug-free workplace program in accordance with the Drug Free Workplace Certification attached as Exhibit E and incorporated herein.

SECTION XXXIV
ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONTRACTOR, under any circumstances, without the prior written consent of BSO.

SECTION XXXV
NOTICE

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

To BSO:

Colonel Oscar Llerena
Department of Administration
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312

With copy to:

General Counsel Terrence Lynch
Office of the General Counsel
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312

To CONTRACTOR:

Tomer Hanina
The Shyft Group Upfit Services, Inc.
d/b/a Strobes-R-Us
2681 Hammondville Road
Pompano Beach, FL 33069
Telephone: (954) 946-9955
Email: Sales@SRUs.com

SECTION XXXVI
AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA

It is the parties expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated.

SECTION XXXVII
MISCELLANEOUS

- 37.1 CONTRACTOR shall comply with all the statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided herein.
- 37.2 In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.
- 37.3 The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 37.4 Venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND BSO HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.
- 37.5 In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.
- 37.6 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein", "hereof", "hereunder", and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or

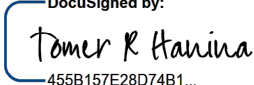
Articles as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

- 37.7 The parties agree for purposes of this Agreement, the Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in “portable document format” (“.pdf”) form are acceptable and shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or digital signing process shall be deemed to be their original signatures for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
[SIGNATURE PAGE TO FOLLOW.]

AGREEMENT BY AND BETWEEN GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA AND THE SHYFT GROUP UPFIT SERVICES, INC., d/b/a STROBES-R-US FOR EMERGENCY EQUIPMENT FOR VEHICLES FOR BROWARD SHERIFF'S OFFICE.

CONTRACTOR: THE SHYFT GROUP UPFIT SERVICES, INC., d/b/a STROBES-R-US

DocuSigned by:

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Authorized Representative's Signature

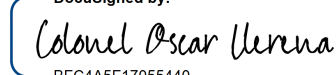
Date: 6/2/2023 | 10:58 AM EDT

Tomer R Hanina

Print Name/Title
35-2646349
FEIN: _____

BROWARD SHERIFF'S OFFICE

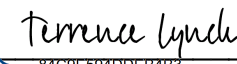
GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA

DocuSigned by:

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By: _____
Colonel Oscar Llerena, Executive Director
Department of Administration

Date: 6/5/2023 | 15:36 PM EDT

DS

Approved as to form and legal sufficiency subject,
to execution by the parties:

DocuSigned by:

84C9E594DDEB4B3...
By: _____
General Counsel Terrence Lynch
Executive Director
Office of the General Counsel

Broward Sheriff's Office
2601 W. Broward Blvd. Ft. Lauderdale, FL 33312



RLI # 23004AP
Emergency Equipment for Vehicles for Broward Sheriff's Office

Ann Potter

Solicitation 23004AP

Emergency Equipment for Vehicles for Broward Sheriff's Office

Solicitation Number **23004AP**
Solicitation Title **Emergency Equipment for Vehicles for Broward Sheriff's Office**

Solicitation Start Date **Mar 2, 2023 5:20:45 PM EST**
Solicitation End Date **Apr 4, 2023 3:00:00 PM EDT**
Question & Answer End Date **Mar 17, 2023 3:00:00 PM EDT**

Solicitation Contact **Ann Potter**
Ann_Potter@sheriff.org

Solicitation Contact **Jason L Spaide**
Jason_Spaide@sheriff.org

Solicitation Contact **Samentha Morales**
Samentha_Morales@sheriff.org

Contract Duration **3 years**
Contract Renewal **2 annual renewals**
Prices Good for **120 days**

Solicitation Comments
THE BROWARD SHERIFF'S OFFICE (BSO), WILL RECEIVE FORMAL LETTERS OF INTEREST, AND STATEMENTS OF QUALIFICATIONS AND EXPERIENCES, FOR "EMERGENCY EQUIPMENT FOR VEHICLES FOR BROWARD SHERIFF'S OFFICE".

PLEASE READ THE REQUEST FOR LETTER OF INTEREST (RLI) CAREFULLY, AND INCLUDE IN YOUR PROPOSAL ALL INFORMATION, FORMS AND DOCUMENTS REQUESTED. ANY PROPOSER THAT HAS QUESTIONS ON HOW TO UPLOAD DOCUMENTS INTO PERISCOPE/BIDSYNC SHOULD CONTACT PERISCOPE/BIDSYNC'S CUSTOMER SUPPORT LINE AT 1-800-990-9339.

RESPONSES TO THIS SOLICITATION WILL BE ACCEPTED UNTIL THE TIME AND DATE INDICATED IN THE SOLICITATION AND WILL BE ACCEPTED THROUGH PERISCOPE/BIDSYNC ONLY. PROPOSALS SUBMITTED BY E-MAIL, FAX, ETC, WILL NOT BE ACCEPTED.

Attachment "A" Alternative or Equivalent Bundled Product Price Sheet and Attachment "B" Proposer's Current and Past Contracts over the last 8 years must be downloaded and completed. Once completed it must be uploaded to Periscope/Bidsync with your response.

Item Response Form

Item **23004AP--01-01 - COMMUNITY SERVICE AIDE (SUV)BUILD SHEET**
Quantity **100 each**

Unit Price

Delivery Location

Broward Sheriff's OfficeFleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 100**Description**

Quantities are estimated for the year. Quantities are not guaranteed.

If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

COMMUNITY SERVICE AIDE (SUV)CHEVY EQUINOX, FORD ESCAPE OR SIMILAR Build Sheet must include the following: (Pricing must include price for all parts and labor)

1X	HHS4200	WHELEN HAND HELD SIREN PROGRAMMABLE SYSTEM WITH WECAN EXANSION
1X	IW8AR	FULLY POPULATED WHELEN LIBERTY 2 LED BAR 48" WITH VEHICLE SPECIFIC STRAP BAR HAS 6 FORWARD FACING LED PODS, 6 REAR FACING LED PODS, 4 CORNER LED PODS, 2 FORWARD TAKEDOWNS, 2 SIDE ALLEYS. BAR MUST HAVE CRUISE MODE AND ARROWS. CORNER PODS ON BAR MUST HAVE COLORED FILTERS INSTALLED. BAR IS RED ON DRIVER SIDE AND AMBER ON PASSENGER SIDE WITH CLEAR OUTER DOMES.
1X	SA315P + SAK	WHELEN 100 WATT SIREN SPEAKER WITH VEHICLE SPECIFIC BRCKET
1X	185080F	BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 80 AMP BREAKER
2X	HERO-A	HELLA HERO HIDE A WAY LED MOUNTS IN HEADLIGHT AND TAIL LIGHT HOUSINGS WITHOUT DRILLING HOLES IN HOUSING
2X	HERO-W	HELLA HERO HIDE A WAY LED MOUNTS IN HEADLIGHT AND TAIL LIGHT HOUSINGS WITHOUT DRILLING HOES IN HOUSINGS
4X	HERO-ADAPTER	HELLA HERO ADAPTER USED TO INSTALL HERO LED INTO HOUSING WITH NO HOLES DRILLED
1X	COMMANDERPLUS6	SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 3 AMBER AND 3 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE
2X	L-3	L BRACKET FOR MOUNTING COMMANDER STICK IN REAR DECK FO VEHICLE
1X	14.0553	SHO-ME BRAND 3 OUTLET CIGAR PLUG
1X	PKG-PSM-3013	HAVIS PREMIUM SIDE MOUNT COMPUTER STAND FOR ESCAPE
1X	UT-1006	HAVIS PREMIUM LOCKING UNIVERSAL TRAY. MUST INCLUDE BOTH STANDARD AND TALL SIDE FINGERS TO SECURE VARIOUS COMPUTER TYPES
1X	C-PM-1001	HAVIS PENTAX POCKETJET PRINTER HOLDER
1X	MZL-26	AC-DC INDUSTRIES TIMER WITH BUILT IN FUSED OUTPUTS
1X	TINT-SUV	3M BRAND PREMIUM WINDOW TINT LEGAL ONLY FOR ENTIRE SUV
1X	TINT-STRIP	3M BRAND PREMIUM WINDOW TINT 15% STRIP FOR UPPER FRONT WINDOW
1X	INSTALLATION	INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. CRUISE LIGHT BUTTON MUST STEADY BURN 4 CORNERS IN THE LIGHTBAR AS WELLAS THE 6 POD COMMANDER STICK IN THE REAR.

Item

23004AP--01-02 - MARKED PATROL CHEVY SILVERADO BUILD SHEET

Quantity

200 each

Unit Price

Delivery Location

Broward Sheriff's OfficeFleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 200**Description**

Quantities are estimated for the year. Quantities are not guaranteed.

If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

MARKED PATROL CHEVY SILVERADO BUILD SHEET setup must include the following:

1X	EB2-STT-BB	WHELEN PREMIUM DUO LEGACY BAR WITH TRIO BRAKE PODS. BAR IS 55" LONG PRIMARY WARNING COLOR IS BLUE ON ALL PODS. ALL FRONT FACING PODS CAN STEADY BURN WHITE FOR SCENE, ALL CORNER FACING PODS CAN STEADY BURN WHITE, REAR PODS CAN FLASH BLUE OR OPERATE AS AMBER ARROWS. TWO REAR PODS ARE TRIO FOR TURN SIGNAL FUNCTION AND BRAKE LIGHT FUNCTION.
1X	C399 + CCTL7	WHELEN CORE SIREN SYSTEM WITH FULL 21 & SLIDE TOUCHPAD
1X	C399K9	INTERFACE CABLE FOR VEHICLE OBD SIGNALS. PARK/DRIVE, DOORS OPEN,ETC
1X	CEXAMP	DUAL TONE SIREN AMP MODULE FOR SIREN
1X	CV2V	VEHICLE TO VEHICLE SYNC MODULE
2X	SA315P +SAK	WHELEN 100 WATT SIREN SPEAKERS WITH MOUNTING BRACKET
2X	ULB9LDC-RBWV	SVP DUO DUAL LIGHT R/B WITH WHITE OVERRIDE FOR SIDE CARGO WINDOWS
1X	185080F	BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 80 AMP BREAKER
2X	HERO-A	HELLA HERO HIDE A WAY LED MOUNTS IN FRONT TURN SIGNAL HOUSINGS WITHOUT DRILLING HOLES IN HOUSING
2X	358118481	HELLA NO CUT FRONT TURN SIGNAL HOUSING ADAPTERS TO ALLOW CLEAN INSTALL OF HERO WITHOUT CUTTING OEM WIRING ON VEHICLE
2X	HERO-W	HELLA HERO HIDE A WAY LED MOUNTS IN REAR TAIL LIGHT HOUSINGS WITHOUT DRILLING HOLES IN HOUSING
1X	COMMANDERPLUS6	SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE
1X	5176T-6SR	TEXTURED BLACK STEEL GO RHINO BRAND PUSH BUMPER. INCLUDES FACIA COVER TO MOUNT 6 PODS IN UPPER CHANNEL AND ANGLED BRACKETS TO MOUNT SIDE WARNING LED'S. ALSO INCLUDES WIRE COVERS TO HIDE EXPOSED WIRING
2X	12D-RBW	PAIR OF LED LIGHTS FOR SIDE OF BUMPER. MUST FLASH RED AND BLUE FOR PRIMARY WARNING AND STEADY BURN WHITE FOR SIDE SCENE
1X	352-01	TUFFY BRAND UNDERBENCH LOCKBOX
1X	C-VSW-1900-SIOLV-PM	HAVIS WIDE SILVERADO CONSOLE WITH INTEGRATED PRINTER MOUNT
1X	C-ARM-102	HAVIS SIDE MOUNT ARM REST
1X	C-MD-112	TILT/SWIVEL/MOTION DEVICE FROM HAVIS TO SUPPORT COMPUTER
1X	C-HDM-214	VERTICAL MOUNTING POLE FOR HAVIS COMPUTER STAND
1X	UT-1006	PREMIUM HAVIS LOCKING COMPUTER TRAY INCLUDES BOTH STANDARD AND TALL SIZE MOUNTING FINGERS TO SUPPORT VARIOUS COMPUTER SIZES
1X	CUP2-1001	HAVIS PREMIUM DUAL CUP HOLDER WITH SELF ADJUSTING TABS
1X	C-AP-0945-L	LOCKING CUBBY FOR CONSOLE
1X	C-FP	COMPLETE ASSORTMENT OF EQUIPMENT BRACKETS AND FACE PLATES TO FILL CONSOLE. HAVIS.
1X	MZL-26SR	AC-DC INDUSTRIES TIMER DEVICE WITH 6 BUILT IN FUSED CIRCUITS. TO SHUT DOWN ALL CONSOLE RELATED ACCESSORIES
1X	ERUN-STRIP-RBW	60" LONG LED STRIP MOUNTS UNDER TAILGATE OF TRUCK. TRIO LIGHT FEATURES RED AND BLUE WARNING WITH ABILITY TO STEADY BURN 100% WHITE WHEN ACTIVATED FROM SIREN TOUCHPAD. MUST ALSO HAVE CRUISE LIGHT FEATURE
1X	PRPSP55412SIL19A	PRO-GARD BRAND SPACE SAVER FRONT PARTITION FOR PRISONER. INCLUDES CENTER SLIDING WINDOW WITH SAFETY MESH COVERING AND CENTER RECESS KNOCKOUT TO SUPPORT VERTICAL WEAPON MOUNT
1X	WB54NPSIL19	PAIR OF STEEL WINDOW BARS FOR PRISONER AREA DOORS
1X	SC-920-VERTICAL	SANTA CRUZ BRAND VERTICAL GUN LOCK CONFIGURED FOR AR-15 WEAPON MOUNTS VERTICALLY BETWEEN SEATS
2X	LL2500	25 LUMEN ANGLED WORK LIGHT WITH ALUMINUM HOUSING. SEALED FOR EXTERIOR USE TO BE INSTALLED IN REAR BED OF TRUCK TO ILLUMINATE BED AREA
1X	4421 + 44214	METAL ON/OFF TOGGLE SWITCH WITH WATERPROOF RUBBER BOOT TO PROTECT ON / OFF SWITCH MOUNTED IN REAR BED OF TRUCK TO TURN ON/OFF BED WORK LIGHTS
1X	16518177 +80 +78	CUSTOM MANUFACTURED WIRING HARNESS FOR VEHICLE. INCLUDES AUTOMOTIVE GRADE WEATERPROOF QUICK DISCONNECT TO ALLOW PUSH BUMPER TO BE REMOVED FROM VEHICLE FOR SERVICE. HARNESS CONTROLS ALL ASPECTS OF THE EMERGENCY EQUIPMENT INSTALL AND INCLUDES 6 GAUGE MAIN POWER AND GROUND LEADS.
1X	TINT-2DOOR	3M BRAND PREMIUM WINDOW TINT 35% FOR FRONT 2 DOORS ONLY
1X	INSTALLATION	INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. PARK KILL, CORNER CUTOUT ON LIGHTBAR WHEN DRIVER OR PASSENGER DOOR IS OPENED. DVI SCENE SAFE MODE ON LIGHTBAR WHEN VEHICLE IS PLACED IN PARK. VEHICLE TO VEHICLE SYNC WITH OTHER PATROL VEHICLES IN THE FLEET. ALLEY LIGHTS ON BAR ALSO ACTIVATE SIDES OF BUMPER IN WHITE. ACTIVATE OEM HIGH BEAM WIG WAG AND TAIL FLASHER IF EQUIPPED OEM.

CRUISE LIGHT BUTTON CRUISES THE LIGHTBAR AS WELL AS THE 6 FORWARD FACING PODS IN THE GRILL AND THE 60" STRIP LOCATED UNDER THE REAR TAILGATE.

Item **23004AP--01-03 - MARKED PATROL CHEVY TAHOE BUILD SHEET**

Quantity **250 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 250

Description

Quantities are estimated for the year. Quantities are not guaranteed.

If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

MARKED PATROL CHEVY TAHOE BUILD SHEET TO INCLUDE THE FOLLOWING: Pricing must include all parts and labor

(1X	EB2-STT-BB	WHELEN PREMIUM DUO LEGACY BAR WITH TRIO BRAKE PODS. BAR IS 55" LONG PRIMARY WARNING COLOR IS BLUE ON ALL PODS. ALL FRONT FACING PODS CAN STEADY BURN WHITE FOR SCENE, ALL CORNER FACING PODS CAN STEADY BURN WHITE, REAR PODS CAN FLASH BLUE OR OPERATE AS AMBER ARROWS. TWO REAR PODS ARE TRIO FOR TURN SIGNAL FUNCTION AND BRAKE LIGHT FUNCTION.
1X	C399 + CCTL7	WHELEN CORE SIREN SYSTEM WITH FULL 21 & SLIDE TOUCHPAD
1X	C399K6	INTERFACE CABLE FOR VEHICLE OBD SIGNALS. PARK/DRIVE, DOORS OPEN, ETC
1X	CEXAMP	DUAL TONE SIREN AMP MODULE FOR SIREN
1X	CV2V	VEHICLE TO VEHICLE SYNC MODULE
2X	SA315P +SAK	WHELEN 100 WATT SIREN SPEAKERS WITH MOUNTING BRACKET
2X	ULB9LDC-RBWW	SVP DUO DUAL LIGHT R/B WITH WHITE OVERRIDE FOR SIDE CARGO WINDOWS
1X	185080F	BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 80 AMP BREAKER
2X	HERO-A	HELLA HERO HIDE A WAY LED MOUNTS IN TAIL LIGHT HOUSINGS WITHOUT DRILLING HOLES IN HOUSING
1X	COMMANDERPLUS6	SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE
1X	COMMANDERPLUS8	SVP BRAND 8 POD WARNING STICK CONFIGURED WITH 6 AMBER 1 RED 1 BLUE PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE
2X	L-3	L BRACKET FOR MOUNTING COMMANDER STICK IN REAR OF VEHICLE
1X	5168T-6SR	TEXTURED BLACK STEEL GO RHINO BRAND PUSH BUMPER. INCLUDES FACIA COVER TO MOUNT 6 PODS IN UPPER CHANNEL AND ANGLED BRACKETS TO MOUNT SIDE WARNING LED'S. ALSO INCLUDES WIRE COVERS TO HIDE EXPOSED WIRING
2X	12D-RBW	PAIR OF LED LIGHTS FOR SIDE OF BUMPER. MUST FLASH RED AND BLUE FOR PRIMARY WARNING AND STEADY BURN WHITE FOR SIDE SCENE
1X	M844282-A	MAXXIMA BRAND CARGO LIGHT STRIP IN ALUMINUM HOUSING. MOUNTS IN REAR CARGO AREA. 19" LONG WITH BUILT IN HIGH AND LOW POWER BUTTON
1X	7126-7611	BOSS BRAND HIGH SECURITY LOCK BOX DRAWER. 40" WIDE BY 22" DEEP BY 11" HIGH INCLUDES 3 HIGH SECURITY RESTRICTED MEDECO KEYS. BOX FEATURES A THREE POINT LOCKING SYSTEM WITH A VERTICAL LOCKING TAB AS WELL AS A ROD ON BOTH SIDES TO DETER PRYING OF THE DRAWER.
1X	SBX-5012	HAVIS BRAND BOX STAND. STAND CLOSES OUT FLOOR AREA TO RESTRICT GEAR FROM BEING ABLE TO ROLL FORWARD AND UNDER THE SECOND ROW OF SEATS
1X	VSW-1005-TAH-PM	HAVIS WIDE TAHOE CONSOLE WITH INTEGRATED PRINTER MOUNT
1X	C-ARM-102	HAVIS SIDE MOUNT ARM REST
1X	C-MD-112	TILT/SWIVEL/MOTION DEVICE FROM HAVIS TO SUPPORT COMPUTER
1X	C-HDM-214	VERTICAL MOUNTING POLE FOR HAVIS COMPUTER STAND
1X	UT-1006	PREMIUM HAVIS LOCKING COMPUTER TRAY INCLUDES BOTH STANDARD AND TALL SIZE MOUNTING FINGERS TO SUPPORT VARIOUS COMPUTER SIZES
1X	CUP2-1001	HAVIS PREMIUM DUAL CUP HOLDER WITH SELF ADJUSTING TABS

1X	C-FP	COMPLETE ASSORTMENT OF EQUIPMENT BRACKETS AND FACE PLATES TO FILL CONSOLE WITH BSO SUPPLIED BROTHER PRINTER
1X	MZL-26SR	AC-DC INDUSTRIES TIMER DEVICE WITH 6 BUILT IN FUSED CIRCUITS. TO SHUT DOWN ALL CONSOLE RELATED ACCESSORIES
1X	PRPSP5714T21A	PRO-GARD BRAND SPACE SAVER FRONT PARTITION FOR PRISONER. INCLUDES CENTER SLIDING WINDOW WITH SAFETY MESH COVERING AND CENTER RECESS KNOCKOUT TO SUPPORT VERTICAL WEAPON MOUNT
1X	S5702T21	REAR PRISONER BARRIER WITH POLYCARBONATE UPPER WINDOW AND ABS PRISONER SEAT THAT REPLACES SECOND ROW SEATS
1X	WB57NPT21	PAIR OF STEEL WINDOW BARS FOR PRISONER AREA DOORS
1X	SC-920-VERTICAL	SANTA CRUZ BRAND VERTICAL GUN LOCK CONFIGURED FOR AR-15 WEAPON MOUNTS VERTICALLY BETWEEN SEATS
1X	16518177 +80	+78 CUSTOM MANUFACTURED WIRING HARNESS FOR VEHICLE. INCLUDES AUTOMOTIVE GRADE WEATERPROOF QUICK DISCONNECT TO ALLOW PUSH BUMPER TO BE REMOVED FROM VEHICLE FOR SERVICE. HARNESS CONTROLS ALL ASPECTS OF THE EMERGENCY EQUIPMENT INSTALL AND INCLUDES 6 GAUGE MAIN POWER AND GROUND LEADS.
1X	TINT-2DOOR	3M BRAND PREMIUM WINDOW TINT 28% FOR FRONT 2 DOORS ONLY
1X	INSTALLATION	INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. PARK KILL, CORNER CUTOFF ON LIGHTBAR WHEN DRIVER OR PASSENGER DOOR IS OPENED. DVI SCENE SAFE MODE ON LIGHTBAR WHEN VEHICLE IS PLACED IN PARK. VEHICLE TO VEHICLE SYNC WITH OTHER PATROL VEHICLES IN THE FLEET. ALLEY LIGHTS ON BAR ALSO ACTIVATE SIDES OF BUMPER IN WHITE. ACTIVATE OEM HIGH BEAM WIG WAG AND TAIL FLASHER. CRUISE LIGHT BUTTON CRUISES THE LIGHTBAR AS WELL AS THE 6 FORWARD FACING PODS IN THE PUSH BUMPER AND THE 8 POD STICK IN THE REAR WINDOW.

Item **23004AP--01-04 - UNMARKED CHEVY TAHOE SUV BASIC BUILD SHEET**

Quantity **100 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 100

Description

Quantities are estimated for the year. Quantities are not guaranteed.

If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

UNMARKED CHEVY TAHOE SUV BASIC BUILD SHEET TO INCLUDE THE FOLLOWING: Pricing must include parts and labor

1X	HHS4200	WHELEN HAND HELD SIREN PROGRAMMABLE SYSTEM WITH WECAN EXANSION
1X	ISFW54X-RBW	WHELEN INNER EDGE, FST SERIES FOR FRONT UPPER WARNING. BAR HAS 10 BLUE FLASHING PODS AND 2 WHITE TAKEDOWN PODS. CAPABLE OF CRUISE MODE
2X	ULB9LDC-RBWW	SVP DUO DUAL LIGHT R/B WITH WHITE OVERRIDE. INCLUDES MOUNTING KIT THAT MOUNTS TO SIDE CARGO WINDOW GLASS WITH NO HOLES DRILLED
1X	SA315P + SAK	WHELEN 100 WATT SIREN SPEAKER WITH VEHICLE SPECIFIC BRCKET
1X	185050F	BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 50 AMP BREAKER
4X	HERO-A	HELLA HERO HIDE A WAY LED MOUNTS IN HEADLIGHT AND TAIL LIGHT HOUSINGS WITHOUT DRILLING HOLES IN HOUSING
2X	HERO-21	HELLA HERO ADAPTER HARNESS FOR HEADLIGHT OF VEHICLE
4X	HERO-ADAPTER	HELLA HERO ADAPTER USED TO INSTALL HERO LED INTO HOUSING WITH NO HOLES DRILLED
1X	COMMANERPLUS6	SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE
1X	COMMANDERPLUS8	SVP BRAND 8 POD WARNING STICK CONFIGURED WITH 6 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE
4X	L-3	L BRACKET FOR MOUNTING COMMANDER STICK IN REAR DECK FO VEHICLE
2X	TCRWX5 + TCRB	TRACER RUNNING BOARD LED LIGHT DUO. FLASHES R/B/R/B/R AND HAS ABILITY

		TO STEADY BURN FOR CRUISE. ENTIRE UNIT CAN GO ALL WHITE FOR SCENE LIGHT INCLUDES VEHICLE SPECIFIC MOUNTING BRACKETS
1X	M844282-A	MAXXIMA BRAND CARGO LIGHT STRIP IN ALUMINUM HOUSING. MOUNTS IN REAR CARGO AREA. 19" LONG WITH BUILT IN HIGH AND LOW POWER BUTTON
1X	7126-7611	BOSS BRAND HIGH SECURITY LOCK BOX DRAWER. 40" WIDE BY 22" DEEP BY 11" HIGH INCLUDES 3 HIGH SECURITY RESTRICTED MEDECO KEYS. BOX FEATURES A THREE POINT LOCKING SYSTEM WITH A VERTICAL LOCKING TAB AS WELL AS A ROD ON BOTH SIDES TO DETER PRYING OF THE DRAWER.
1X	SBX-5012	HAVIS BRAND BOX STAND. STAND CLOSES OUT FLOOR AREA TO RESTRICT GEAR FROM BEING ABLE TO ROLL FORWARD AND UNDER THE SECOND ROW OF SEATS
1X	TINT-SUV	3M BRAND PREMIUM WINDOW TINT 15% FOR ENTIRE SUV. ALL WINDOWS
1X	TINT-STRIP	3M BRAND PREMIUM WINDOW TINT 15% STRIP FOR UPPER FRONT WINDOW
1X	INSTALLATION	INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. GRILL STICK MUST BE SMOKED. RIGHT AND LEFT ALLEY BUTTONS STEADY BURN BOTH THE RUNNERS AND THE SIDE CARGO WINDOW LED'S. IF VEHICLE IS EQUIPPED WITH FACTORY HIGH BEAM WIG WAG OR TAIL LIGHT WIG WAG, ACTIVATE IT. CRUISE LIGHT BUTTON STEADY BURNS GRILL STICK, REAR WINDOW STICK, SIDE RUNNING BOARD LED'S, AND INNER EDGE

Item **23004AP--01-05 - UNDERCOVER CHEVY SEDAN/SMALL SUV BASIC BUILD SHEET**

Quantity **100 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 100

Description

Quantities are estimated for the year. Quantities are not guaranteed.

If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

UNDERCOVER CHEVY SEDAN/SMALL BASIC BUILD SHEET TO INCLUDE CHEVY MALIBU, TOYOTA CAMRY, NISSAN ALTIMA OR SIMILAR.

1X	HS4200	WHELEN HAND HELD SIREN PROGRAMMABLE	SYSTEM WITH WE CAN EXANSION
2X	ULB9LDC-RBWW	SVP DUO DUAL DASH LIGHT R/B WITH WHITE SHROUD AND MOUNTS TO VEHICLE WITH NO	OVERRIDE. INCLUDES FLASH BACK HOLES DRILLED IN HEADLINER
1X	SA315P + SAK	WHELEN 100 WATT SIREN SPEAKER WITH	VEHICLE SPECIFIC BRCKET
1X	185050F	BUSSMAN BRAND MANUAL RESET MARINE GRADE	WATERPROOF 50 AMP BREAKER
4X	VTX609J	RED/BLUE SPLIT WHELEN HIDE-A-WAY LED LAMPS	
1X	COMMANDERPLUS6	SVP BRAND 6 POD WARNING STICK CAPABLE OF CRUISE LIGHT MODE AND WARNING PODS HAVE 6 DIODES IN EACH	CONFIGURED WITH 4 BLUE AND 2 RED PODS MODE AND ARROWS.
2X	12D-RB-W	STROBES-R-US BRAND GRILL LIGHT, TRIO, CAPABLE AND STEADY BURN WHITE FOR TAKEDOWN MODE.	OF FLSHING RED AND BLUE 12 DIODES
2X	4X-LB	L BRACKET FOR MOUNTING GRILL LIGHTS	
2X	L-3	L BRACKET FOR MOUNTING COMMANDER STICK IN	REAR DECK FO VEHICLE
1X	7126-7530	BOSS BRAND HIGH SECURITY LOCK BOX WITH FLIP INCLUDES GAS SPRING TO HOLD OPEN LID. 3 COPY KEYS. ANTI PRY LID. STEEL CONSTRUCTION	TOP LID. 14W BY 37D BY 10H MEDECO HIGH SECURITY RESTRICTED
1X	CABLELOCK	KIT CONSITING OF 5/8" CABLE LOCK 5' LONG AND TO REAR OF LOCK BOX	HEAVY DUTY "D"RING MOUNTED
1X	TINT-SEDAN	3M BRAND PREMIUM WINDOW TINT 15% FOR ENTIRE	SEDAN. ALL WINDOWS
1X	TINT-STRIP	3M BRAND PREMIUM WINDOW TINT 15% STRIP FOR	UPPER FRONT WINDOW
1X	INSTALLATION	INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST FOR HANDSFREE OPERATION OF SIREN. GRILL TAKEDOWN BUTTON STEADY BURNS THE FRONT	HAVE HORN PAD TRANSFER LIGHTS MUST BE SMOKED. WINDOW LED'S IN WHITE.

SCENE BUTTON STEADY BURNS BOTH THE FRONT
AS WELL AS THE GRILL LIGHTS IN WHITE.

WINDOW LED'S IN WHITE

Item **23004AP--01-06 - WHELEN ENGINEERING**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1

Description

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item **23004AP--01-07 - ECCO/PSE AMBER**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1

Description

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item **23004AP--01-08 - PRO-GARD**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1**Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item 23004AP--01-09 - ACE K9**Quantity 1 each**Percentage **Delivery Location Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1**Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item 23004AP--01-10 - HAVIS**Quantity 1 each**Percentage **Delivery Location Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1**Description**

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Item 23004AP--01-11 - JOTTO**Quantity 1 each**

Percentage

Delivery Location

Broward Sheriff's OfficeFleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1**Description**

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Item

23004AP--01-12 - SOUNDOFF

Quantity

1 each

Percentage

Delivery Location

Broward Sheriff's OfficeFleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1**Description**

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Item

23004AP--01-13 - AMERICAN ALUMINUM

Quantity

1 each

Percentage

Delivery Location

Broward Sheriff's OfficeFleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1**Description**

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Item 23004AP--01-14 - TREMCO**Quantity 1 each**Percentage **Delivery Location Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1**Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item 23004AP--01-15 - GO-RHINO**Quantity 1 each**Percentage **Delivery Location Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1**Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item 23004AP--01-16 - D&R ELECTRONICS**Quantity 1 each**Percentage **Delivery Location Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1**Description**

BSO will apply discounts provided in your RFP to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RFP throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends

to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item **23004AP--01-17 - TROY PRODUCTS**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1

Description

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Item **23004AP--01-18 - BOSS STRONG BOX**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1

Description

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Item **23004AP--01-19 - TUF-LOC/ESMET**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1

Description

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Item **23004AP--01-20 - SIGNAL VEHICLE PRODUCTS**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1

Description

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item **23004AP--01-21 - WANCO**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1

Description

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Item **23004AP--01-22 - BROOKING INDUSTRIES**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1

Description

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term,

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Item **23004AP--01-23 - RAM MOUNT**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1

Description

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item **23004AP--01-24 - TRUCK VAULT**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1

Description

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item **23004AP--01-25 - AKRON BRASS/WELDON**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1

Description

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Item **23004AP--01-26 - LIND ELECTRONICS****Quantity** **1 each****Percentage** **Delivery Location** **Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1**Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item **23004AP--01-27 - SANTA CRUZ****Quantity** **1 each****Percentage** **Delivery Location** **Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1**Description**

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Item **23004AP--01-28 - TUFFY****Quantity** **1 each****Percentage** **Delivery Location** **Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1**Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item 23004AP--01-29 - SETINA**Quantity 1 each**Percentage **Delivery Location Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1**Description**

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Item 23004AP--01-30 - BROTHERS**Quantity 1 each**Percentage **Delivery Location Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1**Description**

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Item 23004AP--01-31 - FIRE RESEARCH CORP (FRC)**Quantity 1 each**Percentage **Delivery Location Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1**Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item 23004AP--01-32 - ACARI PRODUCTS**Quantity 1 each**Percentage **Delivery Location Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1**Description**

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Item 23004AP--01-33 - AMEREX**Quantity 1 each**Percentage **Delivery Location Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1**Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item 23004AP--01-34 - BOSS SAFETY PRODUCTS**Quantity 1 each**Percentage

Delivery Location **Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1**Description**

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Item **23004AP--01-35 - DIAMONDBACK AUTOMOTIVE**Quantity **1 each**Percentage Delivery Location **Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1**Description**

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Item **23004AP--01-36 - DURMAG**Quantity **1 each**Percentage Delivery Location **Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1**Description**

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Item **23004AP--01-37 - EXTENDEBED**Quantity **1 each**

Percentage

Delivery Location

Broward Sheriff's OfficeFleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1**Description**

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Item

23004AP--01-38 - EZ STAK/OPS

Quantity

1 each

Percentage

Delivery Location

Broward Sheriff's OfficeFleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1**Description**

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Item

23004AP--01-39 - GOLIGHT

Quantity

1 each

Percentage

Delivery Location

Broward Sheriff's OfficeFleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1**Description**

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Item

23004AP--01-40 - HELLA

Quantity **1 each**
Percentage
Delivery Location **Broward Sheriff's Office**
Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description

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Item **23004AP--01-41 - KUSSMAUL ELECTRONICS**
Quantity **1 each**
Percentage
Delivery Location **Broward Sheriff's Office**
Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description

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Item **23004AP--01-42 - LEGEND FLEET SOLUTIONS**
Quantity **1 each**
Percentage
Delivery Location **Broward Sheriff's Office**
Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item **23004AP--01-43 - MAXXIMA**
Quantity **1 each**
Percentage
Delivery Location **Broward Sheriff's Office**
Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description

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Item **23004AP--01-44 - MOTOLIGHT INC**
Quantity **1 each**
Percentage
Delivery Location **Broward Sheriff's Office**
Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description

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Item **23004AP--01-45 - RANGER DESIGN**
Quantity **1 each**
Percentage
Delivery Location **Broward Sheriff's Office**
Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item **23004AP--01-46 - SCOTT LOCK****Quantity** **1 each****Percentage** **Delivery Location** **Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1**Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item **23004AP--01-47 - STICO****Quantity** **1 each****Percentage** **Delivery Location** **Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1**Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item **23004AP--01-48 - STREAMLIGHT****Quantity** **1 each****Percentage** **Delivery Location** **Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1**Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends

to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item **23004AP--01-49 - STROBES-R-US BRAND**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1

Description

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item **23004AP--01-50 - WAGAN INVERTERS**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1

Description

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item **23004AP--01-51 - WESTIN AUTOMOTIVE**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

Qty 1

Description

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	23004AP--01-52 - SHOP LABOR RATE
Quantity	1 hour
Unit Price	
Delivery Location	Broward Sheriff's Office Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 Qty 1

Description
Proposers shall indicate a “per hour” shop labor rate for any services other than bundled installations.



BACKGROUND, OBJECTIVES, REQUIREMENTS, RESPONSIBILITIES

1. BACKGROUND AND OBJECTIVES:

- 1.1 The Broward Sheriff's Office (BSO) is seeking a qualified candidate to provide all services necessary to provide and Install Emergency Equipment for Broward Sheriff's Office Vehicles. The Proposer's technical proposal presented should address the requirements, as well as, explain and/or describe additional options, features and benefits of the proposed solution. This RLI establishes a general scope and terms of services that should form the basis of each Proposers' proposal and BSO will tentatively select a successful Proposer based on the submitted proposals. BSO reserves the right to enter into discussions with the tentative awardee to negotiate appropriate tailoring of the selected proposal and negotiate a final set of terms and conditions for this contract. BSO is taking this approach because the nature of the requirements and the varied details concerning how it might be successfully satisfied by different Proposers may necessitate additional clarification.
- 1.2 It is anticipated that BSO will award all services to one (1) Proposer; however we reserve the right to award to more than one Proposer.
- 1.3 The specifications set forth herein are for informational purposes and to provide a general description of requirements. Proposers will be responsible to submit a technical Proposal based upon their program that will meet the goals, objectives and requirements set forth herein.
- 1.4 It is anticipated that the term of this agreement will be for three (3) years with two (2) one-year renewal options.
- 1.5 Awarded Proposer will be responsible to set up, maintain and provide all required services as set forth in this Solicitation.

2. RESPONSIVENESS AND RESPONSIBILITY CRITERIA

- 2.1 Responsiveness Criteria:
A Responsive Proposer means a contractor, business entity or individual who has submitted a Proposal that conforms in all material respects to the requirements of this solicitation. The requirements of this solicitation and scope of work include, but are not limited to, the required forms included in this solicitation which contain all requested information, signatures, notarizations, insurance, bonding, security and any other solicitation documents.

Failure to provide the information required may result in a Proposer being deemed non-responsive. BSO reserves the right to waive minor technicalities or irregularities as is in the best interest of BSO.

- 2.2 Responsibility Criteria:
A Responsible Proposer means a contractor, business entity or individual who is capable of meeting all of the requirements of this solicitation and resulting contract. Capable includes the financial and technical ability to perform as contractually required.



At any time prior to award, BSO may find that a Proposer is not responsible to receive a particular award.

3. REQUIREMENTS OF THE SOLICITATION:

Failure to meet the following requirements listed in this Section may result in removal of a Proposal from consideration. Any documents/information requested anywhere in this solicitation should be included in the Proposal and labeled as indicated in this Section 3, as requested in the Submittal Form, or as indicated in the Proposal Questions. Documentation which is not included with the Proposal must be received within five (5) working days of request by BSO unless otherwise extended in writing by BSO at its discretion.

3.1 General

3.1.1 Proposer should acknowledge if Proposer and/or Subcontractor(s) are presently negotiating a sale, acquisition or merger, which would alter the Proposer's structure as stated in this section. This information should be uploaded to BidSync/Periscope Holdings Inc. when submitting a proposal and labeled as **Exhibit 3.1.1.**

3.1.2 Responsibilities of Proposer:

It is the responsibility of each Proposer to:

- Examine the solicitation documents thoroughly;
- Visit the site, if applicable, to become familiar with conditions which may affect cost, progress, performance of furnishing of required services;
- Take into account any federal, state, local laws which may affect cost, progress, performance or furnishing of required services;
- Carefully correlate Proposer's observations with the RLI solicitation and supporting documents; and
- Carefully review solicitation and supporting documents and notify BSO through BidSync/Periscope Holdings Inc. Q&A section, of any questions or requests for clarifications.

Each Proposer acknowledges that:

- The specifications set forth are for informational purposes and to provide a general description of the requirement. Proposers shall be responsible to submit technical submittal based upon their program that will meet the goals, objectives and requirements set forth herein.
- Proposer's submittal in response to this RLI shall constitute an incontrovertible representation by Proposer that it has complied with the above requirements and that without exception, the Proposal is premised upon performing and furnishing the services required by the RLI solicitation.

In preparing a response to this solicitation, Proposer shall rely on its own assumptions, investigations, examinations, studies, interpretations, expertise and opinions. Proposer shall base its submission on its own judgment, analysis and opinion of feasibility of the project. BSO does not guarantee the details pertaining



to existing reports, on any documents included with this solicitation to be more than a general indication of the services.

- 3.2 Legally authorized to do Business in the State of Florida: Proposer should be legally authorized to do business in the State of Florida, or, alternatively, will obtain a certificate to conduct business in the State of Florida prior to contract execution. (See <http://www.sunbiz.org/>). See Submittal Section 3.2 to provide information and documentation.
- 3.3 Laws, Ordinances, Regulations: Awarded Proposer(s) must comply with all Federal, State and Local laws, ordinances for work required for services listed in this Solicitation.
- 3.4 Questionnaire: Proposer should answer all questions and provide as much information as possible in a concise manner. If responses exceed the maximum characters accepted on the Questionnaire, attach separate document to the proposal titled "Supplemental Responses". List the question number, restate the question, and provide the supplemental information and/or detailed response. Clarification to any of the questions must be submitted as a question through BidSync/Periscope Holdings Inc. before the Q & A deadline.
- 3.5 Financial Stability: **Proposers will be stable and financially solvent.**

Proposer should include documentation of financial stability, including Proposer's most recent three (3) years of Financial Statements, SEC filings, or Dun & Bradstreet Reports. Financial Statements are a Compilation, Review or Audit Report from a Certified Public Accountant and include, at a minimum, a balance sheet and statement of operations. SEC filings and/or Dun & Bradstreet Reports, if submitted, must also include this minimum data. The financial documentation submitted must include a classified balance sheet which shows the components of current assets and current liabilities and a statement of operations showing net income after interest, taxes, depreciation and amortization. This documentation should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labeled as **Exhibit 3.5**.

If not included the Proposal, Proposer must submit these documents within five (5) working days upon request by Broward Sheriff's Office.

- 3.6 Company Background and Qualifications:
Provide a complete response to this section 3.6 Company Background and Qualifications. Please note responses do not need to restate anything specifically requested to be uploaded as Exhibit's in the subsections below.
- 3.6.1 Proposals will be considered only from Proposers who can demonstrate to the Broward County Sheriff's Office a professional ability to perform the type of work specified within this Solicitation.



- 3.6.2 Proposer should be actively engaged for a period of a minimum of five (5) years for the past eight (8) years or longer in providing similar scope of services and demonstrate experience in required services. See document labeled **Attachment "B"** to provide information and documentation.
- 3.6.3 Proposers shall have a track record of providing quality and reliable Emergency Equipment services with a high level of performance while maintaining cost efficiencies. Must have satisfactorily performed similar services for similar scope of services. Must be completely knowledgeable in all aspects of work required for services listed in this Solicitation. A Client List/Project List should be included with the Proposal and labeled as **Exhibit 3.6.3**.
- 3.6.4 **Staff Qualifications:**
Describe in detail how Proposer's staff meet the Staff Requirements indicated in **3.6.4**. Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labeled as **Exhibit 3.6.4**.
- 3.6.4.1 All staff assigned to this contract are to be trained in accordance with industry guidelines and standards. Indicate how Prosper company will accomplish this. Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labelled as **Exhibit 3.6.4.1**.
- 3.6.4.2 All staff assigned to this contract will perform all services to the utmost professional standards.
- 3.6.4.3 Proposers are to submit copies of resumes and certifications of staffing that will be assigned to this contract. BSO reserves the right to conduct an independent background investigation in accordance with BSO requirements and at BSO's expense. See document labeled **"Submittal Section 7.6"** to provide information and documentation, as applicable.
- 3.6.4.4 Proposer is to submit a staffing plan with FTEs including Supervisor in charge of each facility. Employees of Proposer will be trained in customer service, confidentiality, and ethics. Proposer should state how Proposer intends its employees will be trained in customer service, confidentiality, and ethics. Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labeled as **Exhibit 3.6.4.4**.
- 3.6.4.5 Proposer shall use Certified Emergency Vehicle Technicians (EVT's) and Factory certified and trained personnel to ensure that BSO will have experienced, skilled, competent, trained personnel with full working knowledge and troubleshooting skills pertaining to emergency vehicle service and repair. Include with your proposal a list of the current certifications held by your employees. Response should be



uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labeled as **Exhibit 3.6.4.5**

3.6.4.6 Proposer must have established experience with a Law Enforcement/Fire Agency comparable in size to the Broward Sheriff's Office's for a minimum of 5 years within the past 8 years. Proposer should complete the form "Proposer's Current and Past Contracts over the last 8 years" (**Complete Attachment "B" in Bidsync/Periscope Holdings Inc.**)

3.6.5 BSO reserves the right to inspect the facilities of any Proposer or of all Proposers prior to making an award without prior notice, between the hours of 8:00AM – 3:30PM, and at any time during the agreement period.

3.7 **Scope of Services:**

Provide a complete response to section 3.7 Scope of Services of the Solicitation. Please note responses do not need to restate anything specifically requested to be uploaded as Exhibits in the subsections below. Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labeled as **Exhibit 3.7**.

3.7.1 GENERAL REQUIREMENTS

3.7.1.1 Installation of said equipment is a requirement of this RLI. Proposers shall provide all components as required to ensure a turn-key installation and an equipment package that is fully functional.

3.7.1.2 All work shall be done in conformity with ALL applicable local, state, and federal safety codes, ordinances, and regulations. Additionally, all products shall conform to the latest edition of the following standards:

SAE INTERNATIONAL

NFPA (National Fire Protection Association)

UL (Underwriters Laboratories Inc.)

OSHA 1910.95 "Permissible Noise Exposure"

Parts are to be either Original Equipment Manufacturer (OEM) or meets OEM standards

3.7.1.3 Any reference to published specifications or standards of any organization or association shall refer to the requirements of the specification or standard which is current on the date of the issuance of this RLI. In case of a conflict between referenced specifications or standards, the one having the most stringent requirements shall prevail.



3.7.2 FACILITIES

3.7.2.1 Proposer should have an actual building used for installation of equipment, with a security system, cameras and fencing ("Facility"). BSO vehicles are required to be secured within a fenced compound and under video surveillance at all times.

3.7.2.2 The Facility where work is to be performed and vehicles stored and parked must be located within Broward County.

3.7.2.3 The Broward Sheriff's Office may perform a site inspection of Proposer's Facilities as part of the evaluation process prior to award of this RLI. During the solicitation process, the Broward Sheriff's Office reserves the right to inspect the Proposer's Facility at any reasonable time with or without prior notice throughout the duration of a contract.

3.7.2.4 The installation Facility must be factory authorized to install and service all equipment provided to BSO. The Proposer must be a certified authorized dealer of all the manufacturers being proposed in items 6 – 51. Proposer to add additional manufacturers listed in the proposal Questionnaire. Proposer must be factory authorized to install & service equipment.

3.7.2.5 Proposer's Facility must be able to receive vehicles direct from the factory/dealer, if requested by BSO, and store them until they are up-fitted or transferred to a BSO location.

3.7.2.6 Proposer must be capable of picking up and delivering vehicles to a BSO facility, currently located at 2421 NW 16th St., Pompano Beach, Florida 33069. This location is subject to change at BSO's direction. Proposer's Facility must be able to store 50 or more BSO vehicles at any given time within the above listed security protocols.

3.7.2.7 Proposer's Facility should be open at a minimum during normal business hours from 8:30AM to 5:30PM, Monday through Friday excluding holidays or weekends.

3.7.3 OPERATIONS

3.7.3.1 Proposer will be responsible for all transportation costs, if applicable, to comply with the requirements of this RLI.

3.7.3.2 Proposer's staff must not drive or operate BSO police vehicles off premises unless picking up or delivering to BSO. Any vehicle operated off Proposers premises must be clearly marked as "OUT OF SERVICE".

3.7.3.3 Upon completion of vehicle's, Proposer will notify BSO Fleet Services at 954-497-1440 to arrange for inspection prior to delivery. Any work not to BSO Fleet



Services satisfaction, shall be redone by the Proposer at no additional charge to BSO.

3.7.3.4 Proposer must be able to perform Pre-Delivery Manufacturer Inspections on vehicles, if requested. The cost of this service will be paid by the Manufacturer directly.

3.7.3.5 BSO will not be responsible for additional fees or costs, including but not limited to, fuel surcharge or mileage. Proposer should take this into consideration when submitting pricing.

3.7.3.6 BSO Fleet Services reserves the right to reject any equipment/part or workmanship which it may deem unsuitable for use or not in accordance to industry standards, in BSO's discretion.

3.7.3.7 BSO Fleet Services interpretation of pre-defined specifications shall be final and binding.

3.7.3.8 BSO Fleet Services will make no allowances or concessions to a Proposer for any alleged misunderstanding of quantity, quality, location or other conditions of the work specified herein.

3.7.3.9 Proposer shall be required to complete the entire work or any part thereof, to the satisfaction of the BSO Fleet Services in strict accordance with resulting Agreement.

3.7.3.10 The Proposer shall not make any additions, changes, alterations or omissions, or perform extra work, except with prior written authorization of the BSO Fleet Services.

3.7.3.11 Proposer will conduct final equipment tests, inspections and training exercises under the supervision of the BSO Fleet Services.

3.7.3.12 Proposer's staff who are responsible for configuration of equipment must be familiar with local codes and procedures for safe emergency vehicle siren and light operation.

3.7.3.13 Proposer must be a factory authorized distributor for the products(s) provided as a result of this RLI.

3.7.4 REPORTING OF ACCIDENTS

3.7.4.1 In the event of accidents of any kind to or on BSO property, the Proposer shall furnish WITHOUT DELAY, copies of all such accident reports to the BSO Fleet Services. The vendor is responsible for any damages that occur to the vehicle while it is in their possession.



3.7.5 INSTALLATION

3.7.5.1 Labor Rate

Proposer's shall indicate a "per hour" shop labor rate for any services other than bundled installations.

3.7.5.2 Requirements

3.7.5.2.1 All wiring must be wire tied and loomed and secured to the vehicle. All wiring should be color coded or hot stamped to identify each wire and its function. Wiring will follow a consistent color scheme. Wiring diagrams must be available to BSO Fleet Services upon request.

3.7.5.2.2 All installations must be properly fused and wired as to the factory specifications set forth by both the vehicle and equipment manufacturers.

3.7.5.2.3 The placement of emergency equipment must be approved by the BSO Fleet Services prior to installation.

3.7.5.2.4 All installation will have electrical installations, (i.e. circuit breaker or fuse).

3.7.5.2.5 All lighting and siren packages will not exceed capability of vehicles electrical system.

3.7.5.2.6 All mounting hardware used on the exterior of the vehicle must be BSO approved.

3.7.5.2.7 All Lightbar cables must be sealed using an appropriate black gasket type silicone. Connection should use 3M brand water resistant connectors and be heat shrunk, when applicable and/or requested by BSO.

3.7.5.2.8 Proposer should have a current drop ship code for various vehicles, based in Broward County, and will be responsible for delivery of completed vehicles to BSO Fleet Services at no additional cost.

3.7.5.2.9 Proposer should be able to produce a minimum of 10 complete builds per week, to include complete patrol vehicle builds.

3.7.6 SUB-CONTRACTORS

All work should be performed by Proposer's employees. However, where Proposer intends to use a subcontractor to complete any work or to provide any services under this contract, written notice and approval by BSO Fleet Services prior to such use. The Broward Sheriff's Office reserves the right to approve or



disapprove the use of any or all such subcontractors and/or to set conditions, restrictions, or limitations upon such use.

Any subcontractors used shall be required to comply with the RLI's terms and conditions and the Proposer shall be responsible for the performance of any subcontractor.

3.7.7 PURCHASE ORDERS/INVOICES

Invoices for each completed vehicle must include a unique number, reference the Contract and fully detail all related costs as follows:

Bundled Items

The name of the Bundle Item

The date the vehicle arrived and the date work was completed

VIN

Non-Bundled Items

Parts (individually listed with price)

Labor (broken down by the hour for each task)

The date the vehicle arrived and the date work was completed

VIN

All requests for work will be done by quote based on the terms and conditions of this RLI. After receipt of the request, the Proposer will quote from the appropriate product catalog less the discount per this RLI, the hourly rate per this RLI, and the amount of hours it will take to complete the task or based on the Bundle Item. After receipt of a quote, a Purchase Order will be processed and forwarded to the Proposer.

3.7.8 GUARANTEE

The Proposer warrants that all goods, materials, and workmanship furnished, whether furnished by the Proposer or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.

During the term of the Agreement, Proposer guarantees items offered and delivered to be the current standard production model and shall offer expiration dating of at least one year or later. Proposer also guarantees items offered and delivered to be new, unused, and free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly at no charge to the Broward Sheriff's Office. Warranty for all parts and labor will be for a minimum term of five years, regardless of the manufacturer's standard parts warranty.



Proposer must guarantee a "one working day" response time from the receipt of the vehicle to diagnose warranty issues under the labor agreement.

3.7.9 PRODUCT INFORMATION

Product literature, specifications, and technical information, including Manufacturer's Safety Data Sheets (MSDS) should be provided with response as an attachment to the "**RLI FORM**".

3.7.10 NEW MERCHANDISE

Proposer will guarantee items offered and delivered to be the current standard production model and shall offer expiration dating of at least one year or later. Proposer guarantees items offered and delivered to be new, unused, and free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly at no charge to the Broward Sheriff's Office.

3.7.11 WARRANTY SERVICES

The Proposer shall warrant and guarantee all work performed and parts installed by Proposer or its subcontractors for a minimum of five (5) years.

3.7.11.1 All parts installed by Proposer on or in BSO vehicles shall be covered for a minimum of five (5) years by original equipment manufacturer's or reseller's warranties and said warranties shall name BSO as the owner and holder of such warranties when possible. Proposer will take all steps in facilitating the naming BSO as the owner and holder of all such warranties.

3.7.11.2 All work is fully and completely warranted for by original equipment manufacturer's or reseller's warranties, and if there is no such original equipment manufacturer's or reseller's warranties, then for five (5) years after the date of the completion of the Proposer's Services to the vehicle;

3.7.11.3 The materials, parts and supplies shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Materials, parts and supplies not meeting these requirements shall be replaced at no cost to BSO upon due notice of deficiency.

3.7.11.4 Proposer should perform warranty services within 72 hours when equipment is available. There will be no substitutions of brand names or part numbers unless the old part number has been discontinued and replaced with a new part number.



3.7.12 TOWING SERVICES

The Proposer shall provide towing services for ALL BSO vehicles and equipment which is inoperable as determined at the discretion of BSO. The cost of

any BSO vehicle that is being towed to or towed from one of BSO's service centers or to a subcontractor will be invoiced separately to BSO by the Proposer with no mark up, and capped at a maximum cost of \$50.00 per tow. Estimated amount of tows are 200 per year.

4. **RESPONSIBILITIES OF PROPOSER:** The specifications set forth are for informational purposes and to provide a general description of the requirement. Proposers shall be responsible to submit technical submittal based upon their program that will meet the goals, objectives and requirements set forth herein.

Attachment A
Alternative or Equivalent Bundled Product Price Sheet

Installation and Labor must be included in the bundled total price

	Quantity	Part Number	Price	Alternative Part Description	Alternative Manufacturer	Alternative Part Number	Alternative Price
COMMUNITY SERVICE AIDE (SUV) SETUP							
WHELEN HAND HELD SIREN PROGRAMMABLE SYSTEM WITH WEKAN EXANSION	1X	HHS4200	Included				Included
FULLY POPULATED WHELEN LIBERTY 2 LED BAR 48" WITH VEHICLE SPECIFIC STRAP BAR HAS 6 FORWARD FACING LED PODS, 6 REAR FACING LED PODS, 4 CORNER LED PODS, 2 FORWARD TAKEDOWNS, 2 SIDE ALLEYS. BAR MUST HAVE CRUISE MODE AND ARROWS. CORNER PODS ON BAR MUST HAVE COLORED FILTERS INSTALLED. BAR IS RED ON DRIVER SIDE AND AMBER ON PASSENGER SIDE WITH CLEAR OUTER DOMES.	1X	IW8AR	Included				Included
WHELEN 100 WATT SIREN SPEAKER WITH VEHICLE SPECIFIC BRACKET	1X	SA315P + SAK	Included				Included
BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 80 AMP BREAKER	1X	185080F	Included				Included
HELLA HERO HIDE A WAY LED MOUNTS IN HEADLIGHT AND TAIL LIGHT HOUSINGS	2X	HERO-A	Included				Included
HELLA HERO HIDE A WAY LED MOUNTS IN HEADLIGHT AND TAIL LIGHT HOUSINGS	2X	HERO-W	Included				Included
HELLA HERO ADAPTER USED TO INSTALL HERO LED INTO HOUSING WITH NO HOLES DRILLED	4X	HERO-ADAPTER	Included				Included
SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 3 AMBER AND 3 RED PODSCAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE.	1X	COMMANDERPLUS6	Included				Included
BRACKET FOR MOUNTING COMMANDER STICK IN REAR DECK FOR VEHICLE	2X	L-3 L	Included				Included
SHO-ME BRAND 3 OUTLET CIGAR PLUG	1X	14.0553	Included				Included
HAVIS PREMIUM SIDE MOUNT COMPUTER STAND FOR ESCAPE	1X	PKG-PSM-3013	Included				Included
HAVIS PREMIUM LOCKING UNIVERSAL TRAY. MUST INCLUDE BOTH STANDARD AND TALL SIDE FINGERS TO SECURE VARIOUS COMPUTER TYPES	1X	UT-1006	Included				Included
HAVIS PENTAX POCKETJET PRINTER HOLDER	1X	C-PM-1001	Included				Included
AC-DC INDUSTRIES TIMER WITH BUILT IN FUSED OUTPUTS	1X	MZL-26	Included				Included

3M BRAND PREMIUM WINDOW TINT LEGAL ONLY FOR ENTIRE SUV	1X	TINT-SUV	Included				Included
3M BRAND PREMIUM WINDOW TINT 15% STRIP FOR UPPER FRONT WINDOW	1X	TINT-STRIP	Included				Included
INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. CRUISE LIGHT BUTTON MUST STEADY BURN 4 CORNERS IN THE LIGHTBAR AS WELLAS THE 6 POD COMMANDER STICK IN THE REAR.	1X	INSTALLATION	Included				Included
Total Bundled Price			\$				\$
MARKED PATROL CHEVY SILVERADO BUILD SHEET							
WHELEN PREMIUM DUO LEGACY BAR WITH TRIO BRAKE PODS. BAR IS 55” LONG PRIMARY WARNING COLOR IS BLUE ON ALL PODS. ALL FRONT FACING PODS CAN STEADY BURN WHITE FOR SCENE, ALL CORNER FACING PODS CAN STEADY BURN WHITE, REAR PODS CAN FLASH BLUE OR OPERATE AS AMBER ARROWS. TWO REAR PODS ARE TRIO FOR TURN SIGNAL FUNCTION AND BRAKE LIGHT FUNCTION.	1X	EB2-STT-BB	Included				Included
WHELEN CORE SIREN SYSTEM WITH FULL 21 & SLIDE TOUCHPAD	1X	C399 + CCTL7	Included				Included
INTERFACE CABLE FOR VEHICLE OBD SIGNALS. PARK/DRIVE, DOORS OPEN,ETC	1X	C399K9	Included				Included
DUAL TONE SIREN AMP MODULE FOR SIREN	1X	CEXAMP	Included				Included
VEHICLE TO VEHICLE SYNC MODULE	1X	CV2V	Included				Included
WHELEN 100 WATT SIREN SPEAKERS WITH MOUNTING BRACKET	2X	SA315P +SAK	Included				Included
SVP DUO DUAL LIGHT R/B WITH WHITE OVERRIDE FOR SIDE CARGO WINDOWS	2X	ULB9LDC-RBWW	Included				Included
BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 80 AMP BREAKER	1X	185080F	Included				Included
HELLA HERO HIDE A WAY LED MOUNTS IN FRONT TURN SIGNAL HOUSINGS WITHOUT DRILLING HOLES IN HOUSING	2X	HERO-A	Included				Included
HELLA NO CUT FRONT TURN SIGNAL HOUSING ADAPTERS TO ALLOW CLEAN INSTALL OF HERO WITHOUT CUTTING OEM WIRING ON VEHICLE	2X	358118481	Included				
HELLA HERO HIDE A WAY LED MOUNTS IN REAR TAIL LIGHT HOUSINGS WITHOUT DRILLING HOLES IN HOUSING	1X	HERO-W	Included				
SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE	1X	COMMANDERPLUS6	Included				Included

TEXTURED BLACK STEEL GO RHINO BRAND PUSH BUMPER. INCLUDES FACIA COVER TO MOUNT 6 PODS IN UPPER CHANNEL AND ANGLED BRACKETS TO MOUNT SIDE WARNING LED'S. ALSO INCLUDES WIRE COVERS TO HIDE EXPOSED WIRING	2X	5176T-6SR	Included				Included
PAIR OF LED LIGHTS FOR SIDE OF BUMPER. MUST FLASH RED AND BLUE FOR PRIMARY WARNING AND STEADY BURN WHITE FOR SIDE SCENE	1X	12D-RBW	Included				Included
HUFFY BRAND UNDERBENCH LOCKBOX	1X	352-01	Included				Included
HAVIS WIDE SILVERADO CONSOLE WITH INTEGRATED PRINTER MOUNT	1X	C-VSW-1900-SIOLV-PM	Included				Included
HAVIS SIDE MOUNT ARM REST	1X	C-ARM-102					
TILT/SWIVEL/MOTION DEVICE FROM HAVIS TO SUPPORT COMPUTER	1X	C-MD-112	Included				Included
VERTICAL MOUNTING POLE FOR HAVIS COMPUTER STAND	1X	C-HDM-214	Included				Included
PREMIUM HAVIS LOCKING COMPUTER TRAY INCLUDES BOTH STANDARD AND BALL SIZE MOUNTING FINGERS TO SUPPORT VARIOUS COMPUTER SIZES	1X	UT-1006	Included				Included
HAVIS PREMIUM DUAL CUP HOLDER WITH SELF ADJUSTING TABS	1X	CUP2-1001	Included				Included
LOCKING CUBBY FOR CONSOLE	1X	C-AP-0945-L	Included				Included
COMPLETE ASSORTMENT OF EQUIPMENT BRACKETS AND FACE PLATES TO FILL CONSOLE. HAVIS.	1X	C-FP	Included				Included
AC-DC INDUSTRIES TIMER DEVICE WITH 6 BUILT IN FUSED CIRCUITS. TO SHUT DOWN ALL CONSOLE RELATED ACCESSORIES	1X	MZL-26SR	Included				Included
60" LONG LED STRIP MOUNTS UNDER TAILGATE OF TRUCK. TRIO LIGHT FEATURES RED AND BLUE WARNING WITH ABILITY TO STEADY BURN 100% WHITE WHEN ACTIVATED FROM SIREN TOUCHPAD. MUST ALSO HAVE CRUISE LIGHT FEATURE	1X	ERUN-STRIP-RBW	Included				Included
PRO-GARD BRAND SPACE SAVER FRONT PARTITION FOR PRISONER. INCLUDES CENTER SLIDING WINDOW WITH SAFETY MESH COVERING AND CENTER RECESS KNOCKOUT TO SUPPORT VERTICAL WEAPON MOUNT	1X	PRPSP55412SIL19A	Included				Included
PAIR OF STEEL WINDOW BARS FOR PRISONER AREA DOORS	1X	WB54NPSIL19	Included				Included
SANTA CRUZ BRAND VERTICAL GUN LOCK CONFIGURED FOR AR-15 WEAPON MOUNTS VERTICALLY BETWEEN SEATS	1X	SC-920-VERTICAL	Included				Included
25 LUMEN ANGLED WORK LIGHT WITH ALUMINUM HOUSING. SEALED FOR EXTERIOR USE TO BE INSTALLED IN REAR BED OF TRUCK TO ILLUMINATE BED AREA	2X	LL2500	Included				Included
METAL ON/OFF TOGGLE SWITCH WITH WATERPROOF RUBBER BOOT TO PROTECT ON / OFF SWITCH MOUNTED IN REAR BED OF TRUCK TO TURN ON/OFF BED WORK LIGHTS	1X	4421 + 44214	Included				Included

CUSTOM MANUFACTURED WIRING HARNESS FOR VEHICLE. INCLUDES AUTOMOTIVE GRADE WEATERPROOF QUICK DISCONNECT TO ALLOW PUSH BUMPER TO BE REMOVED FROM VEHICLE FOR SERVICE. HARNESS CONTROLS ALL ASPECTS OF THE EMERGENCY EQUIPMENT INSTALL AND INCLUDES 6 GAUGE MAIN POWER AND GROUND LEADS.	1X	16518177 +80 +78	Included				Included
3M BRAND PREMIUM WINDOW TINT 35% FOR FRONT 2 DOORS ONLY	1X	TINT-2DOOR	Included				Included
INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. PARK KILL, CORNER CUTOUT ON LIGHTBAR WHEN DRIVER OR PASSENGER DOOR IS OPENED. DVI SCENE SAFE MODE ON LIGHTBAR WHEN VEHICLE IS PLACED IN PARK. VEHICLE TO VEHICLE SYNC WITH OTHER PATROL VEHICLES IN THE FLEET. ALLEY LIGHTS ON BAR ALSO ACTIVATE SIDES OF BUMPER IN WHITE. ACTIVATE OEM HIGH BEAM WIG WAG AND TAIL FLASHER IF EQUIPPED OEM. CRUISE LIGHT BUTTON CRUISES THE LIGHTBAR AS WELL AS THE 6 FORWARD FACING PODS IN THE GRILL AND THE 60” STRIP LOCATED UNDER THE REAR TAILGATE.	1X	INSTALLATION	Included				Included
Total Bundled Price			\$				\$
MARKED PATROL CHEVY TAHOE BUILD SHEET							
WHELEN PREMIUM DUO LEGACY BAR WITH TRIO BRAKE PODS. BAR IS 55” LONG PRIMARY WARNING COLOR IS BLUE ON ALL PODS. ALL FRONT FACING PODS CAN STEADY BURN WHITE FOR SCENE, ALL CORNER FACING PODS CAN STEADY BURN WHITE, REAR PODS CAN FLASH BLUE OR OPERATE AS AMBER ARROWS. TWO REAR PODS ARE TRIO FOR TURN SIGNAL FUNCTION AND BRAKE LIGHT FUNCTION.	1X	EB2-STT-BB	Included				Included
WHELEN CORE SIREN SYSTEM WITH FULL 21 & SLIDE TOUCHPAD	1X	C399 + CCTL7	Included				Included
INTERFACE CABLE FOR VEHICLE OBD SIGNALS. PARK/DRIVE, DOORS OPEN, ETC	1X	C399K6	Included				Included
DUAL TONE SIREN AMP MODULE FOR SIREN	1X	CEXAMP	Included				Included
VEHICLE TO VEHICLE SYNC MODULE	1X	CV2V	Included				Included
WHELEN 100 WATT SIREN SPEAKERS WITH MOUNTING BRACKET	2X	SA315P +SAK	Included				Included
SVP DUO DUAL LIGHT R/B WITH WHITE OVERRIDE FOR SIDE CARGO WINDOWS	2X	ULB9LDC-RBWW	Included				Included
BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 80 AMP BREAKER	1X	185080F	Included				Included

HELLA HERO HIDE A WAY LED MOUNTS IN TAIL LIGHT HOUSINGS WITHOUT DRILLING HOLES IN HOUSING	2X	HERO-A	Included				Included
SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE	1X	COMMANDERPLUS6					Included
SVP BRAND 8 POD WARNING STICK CONFIGURED WITH 6 AMBER 1 RED 1 BLUE PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE)	1X	COMMANDERPLUS8	Included				Included
BRACKET FOR MOUNTING COMMANDER STICK IN REAR OF VEHICLE	2X	L-3 L	Included				Included
TEXTURED BLACK STEEL GO RHINO BRAND PUSH BUMPER. INCLUDES FACIA COVER TO MOUNT 6 PODS IN UPPER CHANNEL AND ANGLED BRACKETS TO MOUNT SIDE WARNING LED'S. ALSO INCLUDES WIRE COVERS TO HIDE EXPOSED WIRING	1X	5168T-6SR	Included				Included
PAIR OF LED LIGHTS FOR SIDE OF BUMPER. MUST FLASH RED AND BLUE FOR PRIMARY WARNING AND STEADY BURN WHITE FOR SIDE SCENE	2X	12D-RBW	Included				Included
MAXXIMA BRAND CARGO LIGHT STRIP IN ALUMINUM HOUSING. MOUNTS IN REAR CARGO AREA. 19" LONG WITH BUILT IN HIGH AND LOW POWER BUTTON	1X	M844282-A	Included				Included
BOSS BRAND HIGH SECURITY LOCK BOX DRAWER. 40" WIDE BY 22" DEEP BY 11" HIGH INCLUDES 3 HIGH SECURITY RESTRICTED MEDECO KEYS. BOX FEATURES A THREE POINT LOCKING SYSTEM WITH A VERTICAL LOCKING TAB AS WELL AS A ROD ON BOTH SIDES TO DETER PRYING OF THE DRAWER.	1X	7126-7611	Included				Included
HAVIS BRAND BOX STAND. STAND CLOSES OUT FLOOR AREA TO RESTRICT GEAR FROM BEING ABLE TO ROLL FORWARD AND UNDER THE SECOND ROW OF SEATS	1X	SBX-5012	Included				Included
HAVIS WIDE TAHOE CONSOLE WITH INTEGRATED PRINTER MOUNT	1X	VSW-1005-TAH-PM	Included				Included
HAVIS SIDE MOUNT ARM REST	1X	C-ARM-102	Included				Included
TILT/SWIVEL/MOTION DEVICE FROM HAVIS TO SUPPORT COMPUTER	1X	C-MD-112	Included				Included
VERTICAL MOUNTING POLE FOR HAVIS COMPUTER STAND	1X	C-HDM-214	Included				Included
PREMIUM HAVIS LOCKING COMPUTER TRAY INCLUDES BOTH STANDARD AND TALL SIZE MOUNTING FINGERS TO SUPPORT VARIOUS COMPUTER SIZES	1X	UT-1006	Included				Included
HAVIS PREMIUM DUAL CUP HOLDER WITH SELF ADJUSTING TABS	1X	CUP2-1001	Included				Included
COMPLETE ASSORTMENT OF EQUIPMENT BRACKETS AND FACE PLATES TO FILL CONSOLE WITH BSO SUPPLIED BROTHER PRINTER	1X	C-FP	Included				Included

AC-DC INDUSTRIES TIMER DEVICE WITH 6 BUILT IN FUSED CIRCUITS. TO SHUT DOWN ALL CONSOLE RELATED ACCESSORIES	1X	MZL-26SR	Included				Included
PRO-GARD BRAND SPACE SAVER FRONT PARTITION FOR PRISONER. INCLUDES CENTER SLIDING WINDOW WITH SAFETY MESH COVERING AND CENTER RECESS KNOCKOUT TO SUPPORT VERTICAL WEAPON MOUNT	1X	PRPSP5714T21A	Included				Included
REAR PRISONER BARRIER WITH POLYCARBONATE UPPER WINDOW AND ABS PRISONER SEAT THAT REPLACES SECOND ROW SEATS	1X	S5702T21	Included				Included
PAIR OF STEEL WINDOW BARS FOR PRISONER AREA DOORS	1X	WB57NPT21	Included				Included
SANTA CRUZ BRAND VERTICAL GUN LOCK CONFIGURED FOR AR-15 WEAPON MOUNTS VERTICALLY BETWEEN SEATS	1X	SC-920-VERTICAL	Included				Included
CUSTOM MANUFACTURED WIRING HARNESS FOR VEHICLE. INCLUDES AUTOMOTIVE GRADE WEATERPROOF QUICK DISCONNECT TO ALLOW PUSH BUMPER TO BE REMOVED FROM VEHICLE FOR SERVICE. HARNESS CONTROLS ALL ASPECTS OF THE EMERGENCY EQUIPMENT INSTALL AND INCLUDES 6 GAUGE MAIN POWER AND GROUND LEADS.	1X	16518177 +80 +78	Included				Included
3M BRAND PREMIUM WINDOW TINT 28% FOR FRONT 2 DOORS ONLY	1X	TINT-2DOOR	Included				Included
INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. PARK KILL, CORNER CUTOUT ON LIGHTBAR WHEN DRIVER OR PASSENGER DOOR IS OPENED. DVI SCENE SAFE MODE ON LIGHTBAR WHEN VEHICLE IS PLACED IN PARK. VEHICLE TO VEHICLE SYNC WITH OTHER PATROL VEHICLES IN THE FLEET. ALLEY LIGHTS ON BAR ALSO ACTIVATE SIDES OF BUMPER IN WHITE. ACTIVATE OEM HIGH BEAM WIG WAG AND TAIL FLASHER. CRUISE LIGHT BUTTON CRUISES THE LIGHTBAR AS WELL AS THE 6 FORWARD FACING PODS IN THE PUSH BUMPER AND THE 8 POD STICK IN THE REAR WINDOW.	1X	INSTALLATION	Included				Included
Total Bundled Price			\$				\$
UNMARKED CHEVY TAHOE SUV BASIC BUILD SHEET							
WHELEN HAND HELD SIREN PROGRAMMABLE SYSTEM WITH WECAN EXANSION	1X	HHS4200	Included				Included
WHELEN INNER EDGE, FST SERIES FOR FRONT UPPER WARNING. BAR HAS 10 BLUE FLASHING PODS AND 2 WHITE TAKEDOWN PODS. CAPABLE OF CRUISE MODE	1X	ISFW54X-RBW	Included				Included

SVP DUO DUAL LIGHT R/B WITH WHITE OVERRIDE. INCLUDES MOUNTING KIT THAT MOUNTS TO SIDE CARGO WINDOW GLASS WITH NO HOLES DRILLED	2X	ULB9LDC-RBWW	Included				Included
WHELEN 100 WATT SIREN SPEAKER WITH VEHICLE SPECIFIC BRACKET	1X	SA315P + SAK	Included				Included
BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 50 AMP BREAKER	1X	185050F	Included				Included
HELLA HERO HIDE A WAY LED MOUNTS IN HEADLIGHT AND TAIL LIGHT HOUSINGS WITHOUT DRILLING HOLES IN HOUSING	4X	HERO-A	Included				Included
HELLA HERO ADAPTER HARNESS FOR HEADLIGHT OF VEHICLE	2X	HERO-21	Included				Included
HELLA HERO ADAPTER USED TO INSTALL HERO LED INTO HOUSING WITH NO HOLES DRILLED	4X	HERO-ADAPTER	Included				Included
SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE	1X	COMMANERPLUS6	Included				Included
SVP BRAND 8 POD WARNING STICK CONFIGURED WITH 6 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE	1X	COMMANDERPLUS8					Included
BRACKET FOR MOUNTING COMMANDER STICK IN REAR DECK FO VEHICLE	4X	L-3 L	Included				Included
TRACER RUNNING BOARD LED LIGHT DUO. FLASHES R/B/R/B/R AND HAS ABILITY TO STEADY BURN FOR CRUISE. ENTIRE UNIT CAN GO ALL WHITE FOR SCENE LIGHT INCLUDES VEHICLE SPECIFIC MOUNTING BRACKETS	2X	TCRWX5 + TCRB					Included
MAXXIMA BRAND CARGO LIGHT STRIP IN ALUMINUM HOUSING. MOUNTS IN REAR CARGO AREA. 19” LONG WITH BUILT IN HIGH AND LOW POWER BUTTON	1X	M844282-A					Included
BOSS BRAND HIGH SECURITY LOCK BOX DRAWER. 40” WIDE BY 22” DEEP BY 11” HIGH INCLUDES 3 HIGH SECURITY RESTRICTED MEDECO KEYS. BOX FEATURES A THREE POINT LOCKING SYSTEM WITH A VERTICAL LOCKING TAB AS WELL AS A ROD ON BOTH SIDES TO DETER PRYING OF THE DRAWER.	1X	7126-7611	Included				Included
HAVIS BRAND BOX STAND. STAND CLOSES OUT FLOOR AREA TO RESTRICT GEAR FROM BEING ABLE TO ROLL FORWARD AND UNDER THE SECOND ROW OF SEATS	1X	SBX-5012	Included				Included
3M BRAND PREMIUM WINDOW TINT 15% FOR ENTIRE SUV. ALL WINDOWS	1X	TINT-SUV	Included				Included
3M BRAND PREMIUM WINDOW TINT 15% STRIP FOR UPPER FRONT WINDOW	1X	TINT-STRIP	Included				Included

INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. GRILL STICK MUST BE SMOKED. RIGHT AND LEFT ALLEY BUTTONS STEADY BURN BOTH THE RUNNERS AND THE SIDE CARGO WINDOW LED’S. IF VEHICLE IS EQUIPPED WITH FACTORY HIGH BEAM WIG WAG OR TAIL LIGHT WIG WAG, ACTIVATE IT. CRUISE LIGHT BUTTON STEADY BURNS GRILL STICK, REAR WINDOW STICK, SIDE RUNNING BOARD LED’S, AND INNER EDGE	1X	INSTALLATION					Included
Total Bundled Price			\$				\$
UNDERCOVER SEDAN BASIC BUILD SHEET							
			Included				Included
WHELEN HAND HELD SIREN PROGRAMMABLE SYSTEM WITH WE CAN EXANSION	1X	HHS4200	Included				Included
SVP DUO DUAL DASH LIGHT R/B WITH WHITE OVERRIDE. INCLUDES FLASH BACK SHROUD AND MOUNTS TO VEHICLE WITH NO HOLES DRILLED IN HEADLINER	2X	ULB9LDC-RBWW	Included				Included
WHELEN 100 WATT SIREN SPEAKER WITH VEHICLE SPECIFIC BRACKET	1X	SA315P + SAK					Included
BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 50 AMP BREAKER	1X	185050F	Included				Included
RED/BLUE SPLIT WHELEN HIDE-A-WAY LED LAMPS	4X	VTX609J	Included				Included
SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH	1X	COMMANDERPLUS6					Included
STROBES-R-US BRAND GRILL LIGHT, TRIO, CAPABLE OF FLASHING RED AND BLUE AND STEADY BURN WHITE FOR TAKEDOWN MODE. 12 DIODES	2X	12D-RB-W	Included				Included
L- BRACKET FOR MOUNTING GRILL LIGHTS	2X	4X-LB	Included				Included
R BRACKET FOR MOUNTING COMMANDER STICK IN REAR DECK FOR VEHICLE	2X	L-3	Included				Included
BOSS BRAND HIGH SECURITY LOCK BOX WITH FLIP TOP LID. 14W BY 37D BY 10H INCLUDES GAS SPRING TO HOLD OPEN LID. 3 MEDECO HIGH SECURITY RESTRICTED COPY KEYS. ANTI PRY LID. STEEL CONSTRUCTION	1X	7126-7530	Included				Included
KIT CONSITING OF 5/8” CABLE LOCK 5’ LONG AND HEAVY DUTY “D”RING MOUNTED TO REAR OF LOCK BOX	1X	CABLELOCK	Included				Included
3M BRAND PREMIUM WINDOW TINT 15% FOR ENTIRE SEDAN. ALL WINDOWS	1X	TINT-SEDAN	Included				Included
3M BRAND PREMIUM WINDOW TINT 15% STRIP FOR UPPER FRONT WINDOW	1X	TINT-STRIP	Included				Included

INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. GRILL LIGHTS MUST BE SMOKED. TAKEDOWN BUTTON STEADY BURNS THE FRONT WINDOW LED’S IN WHITE. SCENE BUTTON STEADY BURNS BOTH THE FRONT WINDOW LED’S IN WHITE AS WELL AS THE GRILL LIGHTS IN WHITE.	1X	INSTALLATION					Included
Total Bundled Price			\$				\$

Attachment "B"

Proposer's Current and Past Contracts over the last 8 years

Provide a list of all Government Contracts you were engaged in for a period of a minimum of five (5) years or longer in providing similar scope of services during the past eight (8) years for the same or similar services which are the subject of this RLI and provide all information requested below. Include any contract that has ended, terminated, expired or cancelled (collectedly "Terminated") for any reason during the past eight (8) years.

Government Agency Name	Solicitation Type	Contract Period, including amendments and extensions (collectively "Contract Term")	Dollar Amount of Contract per year and for the Contract Term	Average Number of Vehicles processed per week	Total Number of Vehicles completed during the Contract Term	Indicate whether the contract was Terminated for any reason before the termination or expiration date of the contract, including amendments and extensions, and if so, why.

PROPOSAL QUESTIONNAIRE

	QUESTION	RESPONSE (If additional documentation is required to supplement Response(s) to the following questions, please upload with your Proposal)
1.	State how your company intends to comply with all the elements indicated in this RLI.	
2.	List your company's current inventory of equipment as it relates to this RLI.	
3.	Does your company have the facilities to receive the vehicles direct from the factory and store until they are fitted to perform the initial PDI? If yes, provide specific details of complying with this requirement. If no, state how you intend to comply with this requirement.	_____ Yes _____ No
4.	Provide any special features, qualifications, corporate strengths, and any other factors that the Proposer believes are relevant to the selection process.	
5.	Please describe your current training program for the employees that will be assigned to this contract.	
6.	Does your company have Certified EVT technicians? If yes, how many and of those, how many will be assigned to this contract? Please provide proof of the certified EVT's. Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labeled as Exhibit 3.6.4.5.	
7.	Does your company have the ability to produce 10 complete builds per week? If yes, provide specific details of complying with this requirement. If no, state how you intend to comply with this requirement. Response should be uploaded to BidSync/Periscope Holdings Inc.	_____ Yes _____ No

PROPOSAL QUESTIONNAIRE

	QUESTION	RESPONSE (If additional documentation is required to supplement Response(s) to the following questions, please upload with your Proposal)
	when submitting the proposal and labelled as Exhibit 3.7.6.2.9.	
8.	Indicate the current manufacturer certifications you maintain which are relevant to this RLI. Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labelled as Exhibit 3.7.2.4.	
9.	State any credit holds with any supplier, currently and within the past 12 months.	
10.	Please provide other manufacturer's not listed on items 6 – 51 that your facility is authorized to install and service. For each manufacturer, please list the corresponding percentage discount off manufacture's list price.	



DRUG FREE WORKPLACE CERTIFICATION
RLI # 23004AP
Emergency Equipment for Vehicles for Broward Sheriff's Office

The undersigned Proposer hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Proposer's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Proposer's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and psychological service; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; and/or
 - (ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Legal Company Name)

Electronic Signature (Print Name)

**AFFIDAVIT****RLI # 23004AP****Emergency Equipment for Vehicles for Broward Sheriff's Office**

The undersigned Proposer hereby certifies that the information provided below is accurate. Indicate which paragraph applies by affixing your initials next to paragraph 1 or paragraph 2.

1. None of the Proposer's Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this BSO contract have been convicted of a misdemeanor, felony or have criminal action pending.

OR

2. The following Proposer's Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this BSO contract have been convicted of a misdemeanor, felony or have criminal action pending. Note: Further documentation may be required. Attach a supplemental sheet if needed and also have the additional sheet notarized.

1.

Legal Name

Driver's License Number (Attach copy)

Previous Names Used

Title/Duties performed

2.

Legal Name

Driver's License Number (Attach copy)

Previous Names Used

Title/Duties performed

It is the successful Proposer's responsibility to notify BSO during the term of the contract if additional names need to be added to the above affidavit due to conviction of a felony or have criminal action pending. Verbal notification is required within 24 hours and written notification is required within ten (10) BSO workdays. The notice shall include name and the position title of the employee and duties performed.

Successful Proposer must maintain an environment that is safe and will not be harmful to the public or to BSO employees.

.(Company Name).

Electronic Signature (Print Name)

**PROPOSAL ACKNOWLEDGEMENT FORM****RLI # 23004AP****Emergency Equipment for Vehicles for Broward Sheriff's Office**

Proposer does declare that no persons other than the Proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud. Proposer further declares that the specifications have been carefully examined and the Proposer is thoroughly familiar with its provisions and with the quality, type and grade of required materials. Proposer certifies that any exceptions to the solicitation specifications are noted in the exceptions section below. Proposer also understands that any exceptions presented after the award, may be cause for cancellation of award.

Proposer acknowledges that Proposer has given the Purchasing Agent written notice of all conflicts, errors, or discrepancies that it has discovered in the Sample Agreement, and/or Proposal documents and the written resolution thereof by the Purchasing Agent is acceptable to Proposer.

Subject to deviations stated below, Proposer accepts the terms, conditions, mandates, and other provisions of BSO General Terms and Conditions (See sample agreement attachment), and Specifications/Scope of Work, and any and all Addenda issued. Said documents being the strict basis upon which the said Proposer makes this proposal.

EXCEPTIONS TO PROPOSAL: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS PROPOSAL TO BE REJECTED BY BSO.

The following represents every deviation (itemized by number) to the foregoing General Terms and Provisions, the Special Conditions and the Technical Specifications upon which this Proposal is based, to wit:

Price(s) is to include the provision of all services, labor, materials, equipment, Insurance, licenses, and applicable taxes necessary for completion of the work. The methodology used in determining these prices should be included in the proposal. However, if methodology is not included with the proposal, it must be received within three (3) calendar days of request by Purchasing Bureau.

Proposer represents and certifies that any and all information, documents, forms, and responses to questions provided in its proposal with regard to this solicitation is true and correct

The undersigned further declares and proposes to furnish the services called for within the specified time in this proposal, except as noted in the exception section for the submitted price, to wit:

The below identified and signed authorized officer of the company, proposes the pricing information submitted in BidSync for required Services.

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR A PERIOD OF ONE HUNDRED AND TWENTY (120) DAYS FROM DATE SOLICITATION IS DUE. IF AWARDED A PURCHASE ORDER OR CONTRACT AS A RESULT OF THIS SOLICITATION, PROPOSER FURTHER AGREES THAT PRICES QUOTED SHALL REMAIN FIXED AND FIRM FOR THE TERM OF THE CONTRACT.

Legal Company Name:

Electronic Signature Proposer's Authorized Representative's Name:

Representative's Title:

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE BROWARD SHERIFF'S OFFICE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

NON-COLLUSION CERTIFICATE

I, , representing
 (name of corporation/partnership/agency hereinafter known as
"Contractor, "Bidder" or "Proposer") am over 18 years of age, have personal knowledge of the facts stated below and
I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of
Solicitation No: , Solicitation Title:
("Competitive Solicitation") and to a contract if an award is made ("Contract".)

I state that the bidder of the Competitive Solicitation and any subsequent Contract is not related to any of the
other parties bidding in the Competitive Solicitation, and that the Contractor's proposal is genuine and not
sham or collusive or made in the interest or on behalf of any person not therein named, and that the
Contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal,
or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner
sought by collusion to secure to the proposer an advantage over any other proposer.

Note: Related parties shall mean bidders or proposers or the principals, corporate officers, and managers
thereof which:

- have a direct or indirect ownership interest in another bidder or proposer for the same agreement,
or
- a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect
ownership interest in another bidder or proposer for the same agreement, or
- are family members of another bidder or proposer for the same agreement. Family members include
brothers and sisters, half brothers and sisters, spouse, parents, ancestors, and lineal descendants.

By:

Signature

 20

Date

Printed Name and Title

Federal Employer Identification Number



EQUAL BENEFITS CERTIFICATION

The Contractor by virtue of signing below, certifies that it is aware of the requirements of Section 3.8.10 of the Purchasing Bureau's Standard Operating Procedures (hereafter referred to as "SOP's"); and certifies the following:

(Please check only one below).

☐ 1. The Contractor currently complies with the requirements of the SOP's to Domestic Partners of its employees on the same basis as it provided benefits to employees' spouses.

☐ 2. The Contractor will comply with the requirements of the SOP's at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

☐ 3. The Contractor will not comply with the requirements of the SOP's at time of award.

☐ 4. The Contractor does not need to comply with the requirements of the SOP's at time of award because the following exception(s) apply(ies): **(Please check only one below).**

☐ The Contractor's price proposal for the initial contract term is \$100,000 or less.

☐ The Contractor employs less than five (5) employees.

☐ The Contractor is a governmental entity, not-for-profit corporation, or charitable organization.

☐ The Contractor is, or is controlled by a religious organization, association, society, or non-profit charitable or educational institution.

☐ The Contractor does not provide benefits to employees' spouses.

☐ The Contractor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the SOP's stating the effort taken to provide such benefits and the amount of the cash equivalent.)

☐ The Contractor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation. (State the law, statute or regulation and attach explanation of its applicability.)

(Legal Company Name)

Electronic Signature (Print Name)

Please see pages 2 and 3 for the requirements of Section 3.8.10

Contractors Shall Offer Equal Benefits for Domestic Partners:

- A. Contractor Offering Equal Benefits. Except where federal or state law mandates to the contrary, a Contractor awarded a contract pursuant to a competitive solicitation shall provide Equal Benefits to Domestic Partners of its employees on the same basis as it provides benefits to its employees' spouses.
- B. Definitions.
1. "Domestic Partner" shall mean only two adults who are registered as domestic partners with Broward County or any other jurisdiction with a domestic partner registry pursuant to state or local law authorizing such registration; or who meet the requisites for a valid domestic partnership relationship as established by BSO; or who were married or entered into a registered civil union in any state or country in which said marriage or civil union was legally recognized in said jurisdiction at the time said relationship was formally entered.
 2. "Competitive Solicitation" means any bid, request for proposal, request for letters of interest, or any other method of procurement utilized by the Broward Sheriff's Office.
 3. "Contractor" means any business with five or more employees which Contractor is awarded one or more Contracts by the Broward Sheriff's Office.
 4. "Contract" means all types of binding agreements between the Broward Sheriff's Office and a Contractor for goods or services in an amount over \$100,000.
 5. "Equal Benefits" means the equality of benefits between employees with married spouses and employees with Domestic Partners; and includes equal benefits for the Dependents of employees' spouses and Dependents of employees' domestic partners. Benefits include the types of benefits typically extended to employees' spouses, including health insurance, dental insurance, bereavement leave, and family medical leave.
 6. "Dependent" means a person who lives within the household of a domestic partnership and is:
 - a. A biological child or adopted child of a Domestic Partner; or
 - b. A dependent as defined under IRS regulations; or
 - c. A ward of a Domestic Partner as determined in a guardianship proceeding.
- C. Certification of Contractor: As part of the Competitive Solicitation process, a Contractor seeking a Contract covered herein by paragraph (a) shall certify that upon award of a Contract it will provide Equal Benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. The certification shall be in writing and signed by an authorized officer of the Contractor. Failure to provide such certification shall result in a Contractor being deemed non-responsive to the Competitive Solicitation process.

- D. Exceptions to Contractor Offering Equal Benefits: The provisions of this section shall not apply where:
1. The Contractor does not provide benefits to employees' spouses; or
 2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner in lieu of providing benefits to the employee's Domestic Partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or
 3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association, or society; or
 4. The Contractor is a governmental agency; or
 5. More than one response to a competitive solicitation is received, but the responses indicates that none of the prospective vendors can comply with the requirements of this policy; or
 6. The Contract is for the lease of real property; or
 7. The provisions of this section would violate the laws, rules, or regulations of federal or state law (for example, section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act); or
 8. The provisions of this section would violate or be inconsistent with grant requirements; or
 9. The Contract is necessary to respond to an emergency; or
 10. The Sheriff waives the requirements of this section in the best interests of the agency.
- E. Contracts: Every Contract, unless otherwise exempt from this section, shall contain language that obligates the Contractor to comply with the applicable provisions of this policy. Every Contract shall include provisions for the following:
1. Contractor certifies and represents that it, and its assignees or successors in interest, will comply with this section during the entire term of the Contract.
 2. Failure of the Contractor to comply with this section shall be deemed a material breach of the Contract, entitling the Sheriff to pursue any remedy provided under applicable law and under provisions of said Contract.
 3. Sheriff may terminate the Contract, without incurring any liabilities, penalties, liquidated damages or early termination fees whatsoever, if the Contractor fails to comply with this section.
 4. Sheriff may retain all monies due or to become due until the Contractor complies with this section.

- F. Applicable Dates: That this Policy shall become effective on adoption. This section shall be applicable to all Contracts meeting the definitions herein and awarded pursuant to Competitive Solicitations issued after the adoption of this policy. Contractors holding current Contracts at time of adoption of this policy shall be exempt from the provisions herein during the current term of said Contract.

W-9(Rev. October 2018) Department
of the Treasury Internal Revenue
Service**Request for Taxpayer
Identification Number and Certification****Give Form to the
requester. Do not
send to the IRS.****Print or type
See Specific
Instructions
on page 2.**

Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification; check only one of the following seven boxes:

- ☐ Individual/sole proprietor or Single-member LLC
- ☐ C Corporation
- ☐ S Corporation
- ☐ Partnership
- ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
- ☐ Other (see instructions) ▶

4 Exemptions (codes apply
only to certain entities, not
individuals; see instructions
on page 3):

Exempt Payee Code (if any)

Exemption from FATCA
reporting code (if any)(Applies to accounts maintained outside
the U.S.)

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign
Here**Signature of
U.S. person ▶

Date▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form V-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank.

Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
 - 2—The United States or any of its agencies or instrumentalities
 - 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
 - 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
 - 5—A corporation
 - 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
 - 7—A futures commission merchant registered with the Commodity Futures Trading Commission
 - 8—A real estate investment trust
 - 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
 - 10—A common trust fund operated by a bank under section 584(a)
 - 11—A financial institution
 - 12—A middleman known in the investment community as a nominee or custodian
 - 13—A trust exempt from tax under section 664 or described in section 4947
- The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
 - G—A real estate investment trust
 - H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
 - I—A common trust fund as defined in section 584(a)
 - J—A bank as defined in section 581
 - K—A broker
 - L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
 - M—A tax exempt trust under a section 403(b) plan or section 457(g) plan
- Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

3. Custodian account of a minor (Uniform Gift to Minors Act)	individual on the account ¹ The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor- trustee ¹ The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,

- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**SCRUTINIZED COMPANY CERTIFICATE
RLI # 23004AP****Emergency Equipment for Vehicles for Broward Sheriff's Office**

I, , representing (name of corporation/partnership/agency hereinafter known as "Contractor, "Bidder" or "Proposer") am over 18 years of age, have personal knowledge of the facts stated below and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of Solicitation No: , Solicitation Title: ("Competitive Solicitation") and to a contract if an award is made ("Contract".)

I hereby acknowledge that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company:

- is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria, and the bid, proposal or contract is for goods or services of one million dollars or more.

I hereby represent and certify that Proposer is not on the Scrutinized Companies that Boycott Israel List or participating in a boycott of Israel; and, for bids, proposals or contracts for goods or services on one million dollars or more, that Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria,.

By: 20
Signature Date

Printed Name and Title

Federal Employer Identification Number

Printed Name of Firm

Address of Firm

List any court cases, litigation, judgments, settlements of cases; and debarments and/or suspensions (Legal/other Actions) within the past three (3) years of the Proposer and/or its f

State the type of Action (litigation, judgments, settlements, debarments and/or suspensions)	Name of Court, Regulatory Agency, etc. where action filed	Case/File No.	Date Action Filed/Initiated	List whether against the Proposer and/or its Principals (and provide legal name for each)("Named Parties")	Provide a summary of the action
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**SUBMITTAL SECTION****RLI # 23004AP****Emergency Equipment for Vehicles for Broward Sheriff's Office**

1. **COMPANY PROFILE:** Proposal should clearly indicate the legal name, address and telephone number of the Proposer, together with legal company name shown only. The undersigned authorized representative agrees to terms and conditions of this Solicitation.

Legal Company Name	Indicate if Corporation, Partnership Or Individual submitting Proposal
Company Street Address	Electronic Signature Name of Officer Submitting Proposal
City, State, Zip Code	Title of Officer Submitting Proposal
Federal ID Number	E-Mail Address of Officer Submitting Proposal
Telephone Number	Cell # of Officer Submitting Proposal
FAX Number	

A. If the Proposer is a corporation, answer the following:

1. Date of Incorporation:
2. State of Incorporation:
3. President's Name:
4. Vice President's Name:
5. Secretary's Name:
6. Treasurer's Name:

7. Name and Address of Resident Agent:

B. If Proposer is a partnership, answer the following:

1. Date of Organization:
2. Name, address and ownership of all partners:

3. State whether a general or limited partnership:

C. If Proposer an individual or other than a corporation or partnership, describe the organization and give the name and address of principals:

D. If Proposer is operating under a fictitious name, submit evidence of compliance with Florida Fictitious Name Statute (attach any documents,

E. Under what other former names has your organization operated?

F. If the Proposer name in BidSync is different than the Legal Company Name listed above, please explain why they are different.

G. SALE, ACQUISITION OR MERGER:

i. Is Proposer and/or Subcontractor(s) presently negotiating a sale, acquisition or merger?

Yes ☐

No ☐

ii. If yes, does this alter the Proposer's structure as stated in your response to this Solicitation?

Yes ☐

No ☐

If Yes, please explain:

H. Has your firm had any contracts cancelled or not renewed in the last five (5) years?

Yes ☐

No ☐

If Yes, please explain:

2. **CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all Proposers must disclose if any BSO employee or their business.

Indicate either "yes" (A BSO employee or family member(s) is also associated with your business), or "no". If yes, give person(s) name(s) and p

Yes ☐

Name(s) and Position(s)

No ☐

3. **BROWARD COUNTY OCCUPATIONAL LICENSE # AND AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA:**

3.1 A copy of Proposer's Broward County Occupational License (if Broward County Firm) should be included in Proposal

Broward County Tax Receipt #

Expiration Date

Does your firm have a Broward County Occupational License?

Yes ☐

No ☐

If yes, label and attach file as "**Submittal Document 3.1**". Also, have you included a copy of your license in the proposal and attached as

Yes ☐

No ☐

3.2 Evidence that Proposer is authorized to do business in the State of Florida should be included in Proposal. (State of FL. Div. of Corpor Company Name).

State of FL, Div. of Corporations Document #

Date Filed (most recent)

Is your firm licensed to do business in the State of Florida?

Yes ☐ No ☐

If yes, label and attach file as “**Submittal Document 3.2**”. Also, have you included a copy of your license in the proposal and attached a

Yes ☐ No ☐

3.3 List other Licenses, include copy with Proposal and label as “**Submittal Document 3.3**”:

4. LITIGATION/JUDGMENTS/SETTLEMENTS/DEBARMENTS/SUSPENSIONS (LEGAL/OTHER ACTIONS):

Submit detailed information regarding all litigation, judgments, settlements of court cases relative to providing services as outlined in this s Proposer and its Principals. “Case” includes lawsuits, bankruptcy, administrative hearings and arbitrations. If an action has been filed, state court or agency before which the action was instituted, the applicable case or file number and the status or disposition for such reported acti firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint ve Also indicate if Proposer or its Principals have been debarred or suspended from doing business with any government agency and/or professor

“Principals” mean the following:

- (A) For a corporation, the corporate officers including president, vice-president, secretary and treasurer; directors; and shareholders who hav corporation means someone who owns, directly or indirectly, either more than 50 percent of the total combined voting power of all classe: ownership interest in the voting stock of the corporation.
- (B) For a partnership, association, trust or other entity, the managing members; general partners; and individuals who own more than 50 per in the partnership, association, trust, or other entity.
- (C) For a limited partnership, the managing members; general partners; and individuals who own either more than 50 percent, directly or indir or more than 50 percent, directly or indirectly, of the beneficial ownership interest in the membership interest of the limited liability compar
- (D) A parent and/or a subsidiary of your firm.

Has your firm or its “Principals” had any litigation, bankruptcy, judgments and, settlements of cases; and debarments and/or suspensions

Yes ☐ No ☐

If yes, please complete table below. (If the space/lines below are insufficient, create the below, label as Submittal Form 4 and upload into BidSync.)

State the type of Action (litigation, bankruptcy, judgments, settlements, debarments and/or suspensions)	Name of Court, Regulatory Agency, etc. where action filed	Case/File No.	Date Action Filed/Initiated	List whether against the Proposer and/or its Principals (and provide legal name for each ("Named Parties"))	Provide a summary/natu

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5. COMMUNITY BETTERMENT PROGRAM:

Is your firm is a Broward County certified County Business Enterprise (CBE) and/or a Small Business Enterprise (SBE)?

☐ Yes ☐ No

If Yes, include copy of certification with your Proposal. Label file as "**Submittal Document 5**" and upload into BidSync.

6. OTHER GOVERNMENTAL AGENCIES:

Please indicate if Proposer would be willing to extend this offer to other Florida Sheriff's Offices, other Florida Police Department and/or other F other agencies would be responsible for negotiating and entering into their own contract with awarded Proposer.

Other Florida Sheriff's Office(s)	Yes ☐	No ☐
Other Florida Police Department(s)	Yes ☐	No ☐
Other Florida Governmental Agencies	Yes ☐	No ☐

7. EXPERIENCE:

7.1 Number of years your firm has provided services as outlined in this Solicitation:

7.2 How long has your company been in business?

7.3 Has your firm had any contracts cancelled or not renewed in the last five (5) years?

Yes ☐ No ☐

If Yes, please explain:

Submit the following information with your Proposal:

7.4 Chronological history of company, including company background, mergers, buyouts, etc.) Label file as "**Submittal Document 7.4**" and

7.5 Corporate Leadership, Organizational Chart, Corporate awards/certificates. Label file as "**Submittal Document 7.5**" and upload into Bi

7.6 Qualifications. Each submittal should indicate the qualifications, including current and past experience, of the responding vendor as qualifications should be described in a brief narrative regarding the vendor's capabilities to carry out the services/project. The qualification

(a) *Experience Summaries* – For each key person that will be assigned to the services/project, the submittal must include an experie prior experience on similar services/projects, in similar roles, and outline the responsibilities the person will have in the cont attachment to the submittal.

Label file as "**Submittal Document 7.6. (a)**" and upload into BidSync.

(b) *Team Organization Chart* – A graphic representation of the team members that will be assigned to the service/project. The ch personnel that the firm will assign to the project.

Label file as "**Submittal Document 7.6. (b)**" and upload into BidSync.

(c) *Addresses* – The address of the office in which each key person currently works.

Label file as "**Submittal Document 7.6. (c)**" and upload into BidSync.

(d) *Prior Work Experience* – Each submittal should include a description of no less than three (3) services/projects similar in type described in the submittal should have been undertaken by the responding firm within the previous five (5) years.

Label file as "**Submittal Document 7.6. (d)**" and upload into BidSync.

7.7 Proposal should include a minimum of three (3) letters of references (see Submittal Document 7.7 Reference Form which should be p in the three (3) references by Proposer is similar to the services and requirements listed in Section 3.7 of the Scope of Services. I performance. Other verification methods may be utilized.

After having the three (3) references complete and sign Submittal Document 7.7 Reference Form, upload all three together into BidSy

Under Section 7, indicate whether you have attached the following files in your proposal and uploaded into BidSync:

Submittal Document 4	Yes ☐	No ☐
Submittal Document 5	Yes ☐	No ☐
Submittal Document 7.4	Yes ☐	No ☐
Submittal Document 7.5	Yes ☐	No ☐
Submittal Document 7.6. (a)	Yes ☐	No ☐
Submittal Document 7.6. (b)	Yes ☐	No ☐

Submittal Document 7.6. (c)	Yes ☐	No ☐
Submittal Document 7.6. (d)	Yes ☐	No ☐
Submittal Document 7.7	Yes ☐	No ☐



GENERAL TERMS AND CONDITIONS RLI # 23004AP

Emergency Equipment for Vehicles for Broward Sheriff's Office

Pursuant to the Broward Sheriff's Office Procurement Standard Operating Procedures, the Broward Sheriff's Office invites qualified Proposers to submit Letters of Interest and Statements of Qualifications and Experience for consideration to provide services on the following project:

Emergency Equipment for Vehicles for Broward Sheriff's Office

SECTION ONE – GENERAL

- 1.1. Proposals must be submitted electronically at www.BidSync.com **on or before the specified time and date on the bid document.**
- 1.2. The vendor must provide their pricing, if applicable, through the designated line items listed on the BidSync website and complete and/or upload all the required documents included in the solicitation.
- 1.3. BidSync will not allow vendors to respond after the closing of the bid as specified. Late bids will not be accepted.
- 1.4. COST OF PREPARING/SUBMITTING RLI/ORAL PRESENTATION, ETC.: All cost(s) related to the preparation and submission of the RLI and oral presentations shall be borne by the Proposer.
- 1.5. CONFIDENTIAL & PROPRIETARY: Broward Sheriff's Office is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response to the RLI will be honored unless a specific exemption from the Public Records Law exists and the **specific statutory exemption cited in your Proposal**. An incorrectly claimed exemption does not disqualify the Proposer, only the exemption claimed.

Proposers should be aware that submitting confidential material may impact discussion of your submittal by the Selection Committee (S-C) and/or Technical Committee (T-C) as the Committee(s) will be unable to discuss details of the confidential material at public S-C meeting(s). Please note that the financial statement exemption provided for in Section 119.071(1) c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

Any documents considered by Proposer to be confidential or proprietary under Florida Statute must be marked accordingly and submitted separately. BSO will not be responsible for delineating documents considered by Proposer to be confidential or proprietary.

Any claim of confidentiality on materials that Proposer asserts to be exempt and placed elsewhere in the Proposal will be considered waived by the vendor upon submission.

- 1.6 **PUBLIC RECORD:** Pursuant to Florida law (including specifically but not limited to Section 119.0701, Florida Statutes), the CONTRACTOR must comply with all applicable public records law. Specifically, the CONTRACTOR shall:
- (a) Keep and maintain public records required by SHERIFF to perform the services contracted for in this Agreement.
 - (b) Upon request from SHERIFF, SHERIFF's designee or SHERIFF'S custodian of public records, provide SHERIFF or designee with a copy of the requested records or allow the records to be inspected or copied, at SHERIFF or designee's sole option, within a reasonable time at no cost to SHERIFF.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to SHERIFF.
 - (d) Upon completion of the contract, transfer, at no cost, to SHERIFF all public records in possession of CONTRACTOR or keep and maintain public records required by SHERIFF to perform the services contracted for in this Agreement, at SHERIFF's sole option. If the CONTRACTOR transfers all public records to SHERIFF upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records.
 - (e) All public records stored electronically by the CONTRACTOR pertaining to the services contracted for in this Agreement must be provided to SHERIFF, upon request from the SHERIFF, or SHERIFF's designee or SHERIFF'S custodian of records, designee, in a format that is compatible with the information technology systems of SHERIFF.

In the event CONTRACTOR receives a public records request related to this Agreement and the services provided hereunder, CONTRACTOR shall promptly forward the same to SHERIFF for SHERIFF'S records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745 Erin_Foley@sheriff.org OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE AT (954) 831-8920.

1.7 **AGREEMENT PROVISIONS:**

- 1.7.1 Awarded Proposer agrees that any and all agreements resulting from this process will be governed by the laws of the State of Florida, and the venue for any legal action will be Broward County, Florida. Awarded Proposer shall meet all State and

Federal certification requirements, and any other applicable laws, codes, rules, regulations and standards throughout the life of the Contract.

1.7.2 In the event no exceptions are included on the Agreement Exception Form, then Awarded Proposer agrees to the terms and conditions found within the attached Sample Agreement. In the event exceptions are included on the Agreement Exception Form by the Awarded Proposer, then BSO reserves the right, in its sole and absolute discretion, to accept or reject any or all of the proposed changes and if the parties cannot come to an agreement, BSO can proceed to negotiate with the next ranked Vendor per the Solicitation or cancel the Solicitation, whichever is in the best interests of BSO. Additionally, BSO reserves the right, at any time, to add, modify and delete any of the terms and conditions provided in the Sample Agreement subject to Awarded Proposer's agreement. In the event Awarded Proposer does not agree, BSO can either agree or proceed to negotiate with the next ranked Vendor per the Solicitation or cancel the Solicitation, whichever is in the best interests of BSO.

1.8 ASSIGNMENT: Proposer may not assign its rights and/or obligations without the prior written approval of the SHERIFF which may not be unreasonably withheld.

1.9 SUBCONTRACTORS/INDEPENDENT CONTRACTORS: Proposer may utilize subcontractors or independent contractors to fulfill the terms of any resulting agreement provided:

1.9.1 Written approval by BSO, and

1.9.2. Proposer remains liable for the acts of any subcontractors or independent contractors, and

1.9.3. Proposer indemnifies and defends the Broward Sheriff's Office from the acts or omissions of any subcontractor or independent contractor.

1.9.4. Insurance limits and requirements will be the same for any and all subcontractors as is defined in this RLI for Proposers unless otherwise agreed in writing by BSO.

1.10 COMMUNITY BETTERMENT: The Broward Sheriff's Office is committed to increasing participation of small businesses in Broward County projects as both prime contractors and subcontractors and to spurring economic development and stimulate small business growth through its partnership with Broward County. Proposers are encouraged to partner with the Broward Sheriff's Office in reinvestment efforts in the local community by obtaining certification as a County Business Enterprise (CBE) and/or a Small Business Enterprise (SBE) from Broward County.

1.11. NON-DISCRIMINATION: Proposer shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, national origin, physical or mental disability, marital status or medical status. Proposer shall comply with all applicable sections of the Americans with Disabilities Act. The Proposer agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the Proposer, its successors, transferees, and assignees for the period during which services are provided. The Proposer further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this Section.

- 1.12. AGENT/BROKERS: The Broward Sheriff's Office expects to deal directly with representatives of the Proposer submitting and signing the RLI proposal, and having authority to bind the Proposer.
- 1.13 INSURANCE: Throughout the term of this Agreement and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect the insurance coverage set forth in this article.

All Insurance Policies shall be issued by companies that (A) are authorized to transact business in the State of Florida, (B) have agents upon whom service of process may be made in Broward County, Florida, and (C) have a Best's rating of A-VI or better.

All Insurance Policies shall name and endorse the following as additional insureds: The Broward County Sheriff's Office, BSO; the Sheriff; Broward County; and the Board of Commissioners of Broward County, and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies. Additional insured is defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of Contractor, its employees, agents, subcontractors, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence.

All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to the additional insureds with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against who claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance shall not be acceptable.

If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed agreement to BSO and if not submitted with the executed agreement, in no event exceed three (3) calendar days after request to submit certificate of insurance, the Contractor shall be in default, and the Agreement shall be rescinded. Under such circumstances, the Contractor may be prohibited from submitting future solicitations to BSO.

Contractor shall carry the following minimum types of Insurance when services are being provided, installation/labor are being provided and any instance where your firm will be on BSO premises (Commercial General Liability is to be carried by all Contractors):

- 1.13.1 Commercial General Liability: Contractor shall carry Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations, Professional Liability and Personal Injury with limits of not less than two million (\$2,000,000) dollars per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

1.13.2 Workers' Compensation: CONTRACTOR shall carry Workers' Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than \$500,000 for each disease, and \$500,000 for aggregate disease. Polici(es) must be endorsed with waiver of subrogation against BSO and Broward County.

1.13.3 Business Automobile Liability Insurance: CONTRACTOR shall carry Business Automobile Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include owned vehicles and hired and non-owned vehicles.

1.13.4 Umbrella or Excess Liability Insurance: CONTRACTOR may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CONTRACTOR agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds.

1.13.5 In addition to insurance requirements listed above, this project may require Builder's Risk as a condition precedent to the issuance of any Notice to Proceed, or commencement of any construction. Awarded party shall provide "All Risk" Completed Value from coverage with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils, except wind and flood.

1.14 INDEMNIFICATION:

Contractor shall indemnify, hold harmless and defend the SHERIFF, its officers, employees, agents, servants, designees, attorneys, and legal representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorney's fees, resulting, either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of CONTRACTOR or its Staff. The SHERIFF reserves the right to select defense counsel.

Nothing in the resulting Agreement is intended nor shall it be construed or interpreted to waive or modify the SHERIFF's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended from time to time.

The above indemnification provisions shall survive the expiration or termination of the Agreement.

PLEASE NOTE: Additional Insurance Requirements may be required by BSO's Risk Management and if so will be incorporated into the terms and conditions of the Agreement.

1.15 RIGHT TO SEEK SUBSTITUTE PERFORMANCE:

If the Vendor/Contractor, or its sub-contractors (if any), defaults or neglects to carry out the work in accordance with the solicitation and/or Contract Documents and fails within a ten

(10) day period after receipt of written notice from the Broward Sheriff's Office to commence and continue correction of such default or neglect with diligence and promptness, the Broward Sheriff's Office may, without prejudice to other remedies the Broward Sheriff's Office may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due Vendor/Contractor the reasonable cost of correcting such deficiencies, including the Broward Sheriff's Office's expenses and compensation for any additional services, made necessary by such default, neglect or failure. Notwithstanding the foregoing or any other provision within the solicitation and/or Contract Document to the contrary, the Broward Sheriff's Office has a right to claim an anticipatory breach of the contract by Vendor/Contractor and can demand assurance of performance at any time and if said assurance of performance from Vendor/Contractor is inadequate, the Broward Sheriff's Office at its sole discretion may immediately impose the remedy of substitute performance described herein without tendering any further notices to Vendor/Contractor.

Any and all subcontractors utilized are subject to the same background checks and other requirements as the employees of the Awarded Proposer.

- 1.16 Deficiencies in performance based on Awarded Proposer's failure to maintain required services will result in liquidated damages.

1.17 AUDIT

SHERIFF shall have the right to audit the books, records, and accounts of Awarded Proposer that are related to resulting Agreement. Awarded Proposer shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of SHERIFF shall be kept in written form, or in a form capable of conversion into written form within a reasonable time and, upon request to do so, Awarded Proposer shall make same available at no cost to SHERIFF in written form. SHERIFF'S reasonable expenses and professional fees incurred by SHERIFF related to such an audit shall be reimbursed by Awarded Proposer if said audit reflects a variance in payments due SHERIFF that is deficient greater than 5% of the sums due SHERIFF under this Agreement.

Awarded Proposer shall preserve and make available, at reasonable times for examination and audit by SHERIFF, all financial records, supporting documents, statistical records, and any other documents pertinent to resulting Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by SHERIFF to be applicable to Awarded Proposer's records, Awarded Proposer shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Awarded Proposer. Any material entry that is incomplete or incorrect in such books, records, and accounts shall be a basis for SHERIFF's disallowance and recovery of any payment upon such entry.

- 1.18. Scrutinized Company Policies and Procedures: A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of One Million Dollars (\$1,000,000.00) or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company:

- 1.18.1 is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel;
- 1.18.2 is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
- 1.18.3 is engaged in business operations in Cuba or Syria

At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of One Million Dollars (\$1,000,000.00) or more, the company must certify that the company is not participating in a boycott of Israel, on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria.

1.19 Verification of Employment Eligibility:

- 1.19.1 In accordance with, §448.095, Florida Statutes, Awarded Proposer shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Awarded Proposer enters into a contract with a subcontractor performing work or providing services on its behalf, Awarded Proposer shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- 1.19.2 Every Awarded Proposer shall, upon request, provide evidence of compliance with this provision to the Sheriff/BSO. Failure to comply with this provision is a material breach of an Agreement, and the Sheriff/BSO may choose to terminate the Agreement at any time at its sole discretion. Awarded Proposer may be liable for all costs associated with Sheriff/BSO securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).
- 1.19.3 The Awarded Proposer certifies that:
 - 1.19.3.1. The Awarded Proposer and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Broward Sheriff's Office, provide evidence of such compliance.
 - 1.19.3.2 The Awarded Proposer and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
 - 1.19.3.3 The Awarded Proposer will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
 - 1.19.3.4 The Subcontractor will provide the Awarded Proposer with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
 - 1.19.3.5 The Awarded Proposer must maintain a copy of such affidavit.
 - 1.19.3.6 The Broward Sheriff's Office may terminate this Agreement on the good faith belief that the Awarded Proposer or its Subcontractors knowingly

violated Florida Statutes 448.09(1) or 448.095(2)(c).

- 1.19.3.7 If this Agreement is terminated pursuant to Florida Statute 448.095(2)(c), the Awarded Proposer may not be awarded a public contract for at least 1 year after the date on which this Agreement was terminated.
- 1.19.3.8 The Awarded Proposer is liable for any additional cost incurred by the Broward Sheriff's Office as a result of the termination of this Agreement.

1.20 Foreign Influence:

Awarded Proposer represents and warrants that it has made any applicable disclosures to BSO which are required under Florida Statute 286.101(3)(a) pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

- 1.21. Federal System for Award Management (SAM) database: For formal solicitations where funding, in whole or in part, is through a federal grant:

- 1.21.1 By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

- 1.21.2 The offeror should provide in its response the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used to verify that the offeror is registered in the SAM database.

- 1.21.3 No award will be made to an offeror listed on the SAM Excluded list.

- 1.22 Test Period: The following Test Period provisions apply to all RLIs. In the event the RLI is for the procurement of both service(s) and product(s), the service(s) and product(s) offered by Vendor must **both** be accepted by the Broward Sheriff's Office (BSO.)

Test Period - Services

BSO reserves the right to require a test period to determine if the Vendor can perform services in accordance with the requirements of the RLI, and to BSO's satisfaction, in its sole and absolute discretion. Such test period can be from thirty to ninety days and will be conducted under all specifications, terms and conditions contained in the RLI. If accepted by BSO, this trial period will then become part of the initial term as specified in the RLI.

A performance evaluation, the form of which will be at BSO's sole and absolute discretion and not the subject of a protest, will be conducted prior to the end of the test period and that evaluation will be the basis for BSO's decision to continue with the Vendor or to select another Vendor (if applicable).

Test Period - Product

If the Vendor is offering an equivalent product, BSO reserves the right to require a test period to determine if the product meets the requirements of the RLI specifications and to BSO's satisfaction, in its sole and absolute discretion. Such test period can be from thirty to ninety days and will be conducted under all specifications, terms and conditions contained

in the RLI. If accepted by BSO, this trial period will then become part of the initial term as specified in the RLI.

A performance evaluation, the form of which will be at BSO's sole and absolute discretion and not the subject of a protest, will be conducted prior to the end of the test period and that evaluation will be the basis for BSO to continue with the Vendor or to select another Vendor (if applicable).

1.23 **Termination:** The Agreement and the parties' performance may be terminated upon the following events:

1.23.1 **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, the Agreement may be terminated on the terms and dates stipulate herein.

1.23.2 **Termination without Cause.** BSO shall have the right to terminate the Agreement without cause and for BSO's convenience by providing the Awarded Proposer with thirty (30) calendar days written notice. Awarded Proposer will be paid for services or goods delivered up to the date of termination.

1.23.3 **Termination for Cause.** In the event of a material breach of these terms and conditions, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate their performance and the parties' relationship immediately. Material breaches shall include but are not limited to, violations of Governing Standards, state or federal laws, BSO's policies and procedures, or these terms and conditions.

1.23.4 **Termination for Lack of Funds.** In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County (or if this Agreement is funded by way of a grant source, then in the event the funds to finance this Agreement become unavailable or are not allocated by that grant source), BSO may provide Awarded Proposer with thirty (30) days written notice of termination.

1.23.5 **Immediate Termination by BSO.** BSO, in his sole discretion, may terminate the Agreement immediately upon the occurrence of any of the following events:

1.23.5.1 Awarded Proposer's violation of the Public Records Act;

1.23.5.2 The insolvency, bankruptcy or receivership of Awarded Proposer;

1.23.5.3 Awarded Proposer's violation or non-compliance with NON-DISCRIMINATION Section of these terms and conditions; or

1.23.5.4 Awarded Proposer fails to maintain insurance in accordance with the INSURANCE Section of these terms and conditions.

1.23.5.5 Awarded Proposer submits a false certification as provided in Sections 1.18 through 1.20 above.

Neither the expected termination nor the expiration of the Agreement shall relieve Awarded Proposer, its employees and independent contractors from their contractual duty and ethical obligation to provide or arrange for services/products until the date of termination.

Notwithstanding any other provisions of these terms and conditions, the Awarded Proposer's duty to indemnify and defend BSO as set forth in these terms and conditions shall survive the termination or expiration of the Agreement.

- 1.24 **Non-Discrimination:** Awarded Proposer shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, national origin, physical or mental disability, marital status or medical status. Awarded Proposer shall comply with all applicable sections of the Americans with Disabilities Act. The Awarded Proposer agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the Awarded Proposer, its successors, transferees, and assignees for the period during which services/products are provided. The Awarded Proposer further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this Section.

1.25 **CALEA Standards & Criminal Justice Information Services Standards**

1.25.1 If the Awarded Proposer is providing computer or telecommunication services that stores, transmits or copies (or facilitates any of the forgoing) data originating from BSO and/or Awarded Proposer is providing services offered by the Awarded Proposer interfaces with, or Awarded Proposer needs access to, any of the BSO'S Criminal Justice Information Systems ("CJIS") which contain Criminal Justice Information ("CJI") (as defined by the Federal Bureau of Investigations ("FBI") and the Florida Department of Law Enforcement ("FDLE") and includes but not limited to any notations or other written or electronic evidence of an arrest, detention, complaint, indictment, information or other formal criminal charge relating to an identifiable person that includes identifying information regarding the individual as well as the disposition of any charges) then the following provisions apply to this Agreement:

1.25.2 Ownership of all data originating from BSO and sent to, or hosted by, the Awarded Proposer remains the BSO'S exclusive property. To the extent that the Awarded Proposer needs access to such data to deliver the services contemplated within the parties' Agreement, the Awarded Proposer is allowed such limited access and limited use. Upon expiration of this Agreement for any reason, said limited access to the data shall expire and Awarded Proposer shall provide BSO copies of all data hosted and/or stored by Awarded Proposer under this Agreement in a commercially accepted downloadable format (for example, XLM format and WORD format) or allow BSO access to such data for downloading up to ninety (90) days after the termination of this Agreement without any additional cost or expense.

1.25.3 The storage (cloud storage or otherwise) of the data considered to be CJI shall only occur by Awarded Proposer in servers and/or data centers and/or computer systems physically located in the United States or its territories and Indian Tribes and/or Canada and subject to the respective governmental jurisdictions (U.S. federal government, individual U.S. State governments, U.S. Indian Tribes or the Royal Canadian Mounted Police).

1.25.4 The software and/or hosting services being provided by the Awarded Proposer to BSO shall use the latest security and privacy tools including SSL 128-bit encryption, server certificates with Global ID provided by the premier national provider, the highest level of encryption dictated by Federal guidelines – the AES algorithm and SSAE No. 16 SOC 1 f/k/a SAS 70 Type II certification. BSO'S data will be stored in

mirrored, redundant, secured facilities and shall be routinely backed up on an independent server separate and apart from the server providing day-to-day services to BSO. Awarded Proposer agrees to institute commercially reasonable restrictive security measures to prevent and detect unauthorized physical and/or remote access to the systems and data services being provided to BSO under this Agreement. Awarded Proposer shall provide layers of security at its physical hosting site, that consist of a number of measures such as biometric access, closed circuit TV, security system monitoring, multiple check-points, restricted building access, photo badges, proximity access cards, controlled visitor access and alike. Awarded Proposer shall institute routine system security audits such as SAS-79, SysTrust, Webtrust, ISO 27001/2, virus and malware scans and other industry standard system audit procedures. Awarded Proposer shall immediately notify BSO in writing of any breaches of security and/or unauthorized access to BSO'S systems and/or services being provided by Awarded Proposer.

- 1.25.5 Awarded Proposer shall have in place a disaster recovery plan that includes the recovery of critical systems (i.e., systems that provide software services to customers) in event of Awarded Proposer's full or partial data center outage. The plan must include at a minimum, the ability to recover critical systems in a working state within a short period of time with critical functions online and processing customer requests. The plan must also include a suitable back up power supply independent of commercial electrical services offered to the general public (i.e. suitable generator). The Awarded Proposer must be able to execute the disaster recovery plan within moments of a disaster declaration. Awarded Proposer must test its disaster recovery plan annually.
- 1.25.6 Awarded Proposer agrees to comply with all security protocols, handling, storing, hosting, transmitting and copying of CJI data on CJIS in accordance with the latest version of the Criminal Justice Information Services Security Policy (CSP) published and updated periodically by the FBI and can be found here: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center> and the most current CJIS Security Addendum approved by the Director of the FBI, acting for the U.S. Attorney General, as referenced in Title 28 CFR 20.33 (a)(7) both of which are incorporated herein by reference into the parties' Agreement.
- 1.25.7 Awarded Proposer shall comply with the FBI CJIS Security policy screening requirements for all staff, employees, subcontractors, agents and/or vendors that will have unescorted physical or logical access to criminal justice information and/or access to any Broward Sheriff's Office facility that is deemed a physically secure location. The screening consists of a state/national fingerprint-based background check and online Security Awareness training that is renewed every two years. Awarded Proposer may not fingerprint its own employees, subcontractors or agents and fingerprinting must be taken/rolled/printed by a recognized law enforcement agency or an FDLE-approved third-party vendor.
- 1.25.8 All of Awarded Proposer's staff, employees, subcontractors, agents and/or vendors who access or handle in any way, BSO'S CJIS or CJI the appropriate security awareness training via the CJIS online application and update and maintain the same throughout the duration of this Agreement. Awarded Proposer shall maintain the Security Addendum Certification form mandated by CSP and provided by BSO'S CJIS Compliance unit to Awarded Proposer for each of Awarded Proposer's staff, employees, subcontractors, agents and/or vendors with access to BSO'S CJI or CJIS.
- 1.25.9 Awarded Proposer and any staff, employee, subcontractors, agents and/or vendors shall follow all requirements pertaining to their operations when accessing, storing, transmitting or handling CJI found in Florida Statute 501.171 and the FBI CJIS Security Policy.

1.25.10 If the services rendered by Awarded Proposer under this Agreement is in noncompliance with any FBI or FDLE regulations pertaining to the accessing, storing, transmitting or handling CJI, as updated and modified from time to time by FBI and/or FDLE, then Awarded Proposer shall take all necessary action to bring its services into compliance as soon as possible. BSO reserves the right to deny physical and/or logical access to a contractor that is deemed to be in noncompliance with these provisions. This is a material term of the Agreement and if such noncompliance is not timely remedied by Awarded Proposer, BSO may terminate the Agreement and Awarded Proposer shall allow BSO the ability to recapture BSO'S data as more fully described herein and Awarded Proposer shall facilitate BSO'S efforts in recovering said data from Awarded Proposer's systems.

SECTION TWO **RLI PROCEDURES**

- 2.1 **SELECTION/NEGOTIATION PROCESS:** It is anticipated, but not required, that the RLI process will proceed in the following manner: A Selection Committee (SC) will be responsible for recommending the most qualified Proposer(s) with whom to begin negotiation of an agreement(s) for this project or to recommend rejection of all proposals or portions of proposal(s). Technical staff participation serves purely in an information gathering capacity unless additional authority is delegated by the SC.
- 2.2 **CONE OF SILENCE:** This project is under a "Cone of Silence" starting with the issue date of this RLI through contract signing. Any violation of this provision may result in the associated Proposer being removed from consideration at BSO's sole discretion. A complete definition of the **Cone of Silence** is found on the website at: <http://www.sheriff.org> (Use search box in Upper Right of Screen and type in Lobbyist) - click on "Purchasing Bureau" to access the **Lobbyist Policy**.
- 2.3. **ACKNOWLEDGEMENT/REQUEST FOR INFORMATION AND/OR CLARIFICATION(S):**
- 2.3.1. If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. BSO requires all questions relating to the solicitation be entered through the **"Ask a Question"** option tab available on the BidSync website. Responses to the questions will be provided online at www.BidSync.com. Such request must be received by the Question Deadline stated on BidSync.com. Questions received after the Question Deadline may not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. No change(s) or interpretation(s) shall be considered binding unless provided in writing in the form of an Addendum or in the "Ask a Question" section.
- 2.3.2. At its sole discretion, BSO may answer such inquiries by means of the "Ask a Question" tab or an addendum. In the event that an inquiry is made in which the explanation or clarification requires a substantial change to the specifications, a formal Addendum will be posted on BidSync. If any addendum is issued it shall be the responsibility of each Proposer, prior to submitting their response, to visit BidSync.com to determine if addenda were issued and to make such addenda a part of their proposal.

2.3.3. **Addenda Acknowledgement:** The Proposer shall be required to acknowledge receipt of any formal addenda by electronic acceptance thru BidSync. Failure to accept a formal addendum in its Proposal shall deem it non-responsive; provided, however, that BSO may waive this requirement in its best interest.

2.4. **ADDENDA:** In the event that an inquiry is made by potential Proposer(s) in which the explanation requires substantial change to the solicitation, a formal Addendum will be issued which will require acknowledgment by Proposer through BidSync.

2.5 **MANDATORY/NON-MANDATORY PRE-PROPOSAL MEETING AND SITE VISIT REQUIREMENTS:** See Pre-Bid section in BidSync and Comments section in BidSync for Mandatory/Non-Mandatory Pre-Proposal meeting and Site Visit requirements.

2.6. **REVIEW OF PROPOSALS:** Each Proposer should submit documents that provide evidence of capability to provide the services required for this project. The Selection Committee, at its sole discretion will determine the responsiveness of a Proposal. Any non-responsive Proposal will be eliminated from further consideration. BSO reserves the right to accept or reject any or all Proposals, and/or waive irregularities and technicalities. BSO further reserves the right to take any other action that may be necessary or in the best interest of BSO; in proposals received; to request additional information, to exercise its discretion and to apply its judgment in all matters pertaining to the RLI. BSO further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposals, which in its judgment, best serves BSO. BSO further reserves the right to cancel this RLI and re-solicit if determined to be in its' best interest. BSO's decision(s) in dispute resolution(s) will be final.

2.6.1 BSO, in its sole discretion, may shortlist and request oral presentations from each of the shortlisted Proposers. If presentations/interviews are deemed necessary by the SC, each short listed Proposer will be contacted to advise of the date and time for presentations/interviews. Proposers are cautioned that their submittal should be as complete as possible in the event that oral interviews are deemed not necessary.

2.6.2 Proposers are encouraged to offer concepts that are cost effective and will provide superior service while affording maximum benefit to BSO. The Broward Sheriff's Office will not consider oral/written communications after the due date of the RLI, except as otherwise set forth within this solicitation.

2.6.3 **PRESENTATIONS/INTERVIEWS:** The SC may provide a list of subject matters that must be discussed in the Proposer's presentation. Each short listed Proposer will be given equal time to make presentations, but the question-and-answer time may vary. In accordance with Florida Statute 286.0113, vendors' oral Presentations are exempt from public meetings requirements. Protecting such meetings ensures that the process of responding to a competitive solicitation remains fair and equitable for vendors. The recommendation to begin negotiations with the selected Proposer will be made by the SC and submitted for approval to the appropriate BSO authorities.

Selection of Proposer(s) is contingent upon the parties negotiating and executing a mutually acceptable agreement.

2.7. AWARD:

2.7.1 At BSO's sole discretion, BSO will award this RLI to the Proposer(s) that BSO determines is most qualified to perform the work.

2.7.2 Special conditions and scope of subsequent agreement(s) may vary as best serves BSO.

2.7.3 BSO reserves the right at BSO's sole discretion to waive irregularities and technicalities, postpone, accept or reject any and all proposals in whole or in part, and to cancel this RLI and re-solicit as is in BSO's best interest.

2.7.4 Withdrawal of Proposal: Any proposal may be withdrawn up until the solicitation closing date and time. Any proposals not withdrawn prior to closing date and time shall constitute an irrevocable offer for a period of 120 calendar days from the solicitation opening date. Proposers are cautioned to examine all terms, conditions, specifications, addenda, delivery instructions and other conditions pertaining to this solicitation. Failure of the Proposer to examine all pertinent documents shall not entitle Proposer to any relief from the conditions imposed in the RLI.

2.7.5 Open-End Contract:

2.7.5.1 No guarantee is express or implied as to the total quantity of units to be purchased under any open-end contract. Estimated quantities will be used for bid comparison purposes only. BSO reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, any combination of the preceding.

2.7.5.2 Ordering: BSO reserves the right to purchase units specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, BSO reserves the right to claim such delivery from others without penalty or prejudice to BSO or to the Bidder.

2.8 The Broward Sheriff's Office reserves the right to waive or modify any irregularities and technicalities in this solicitation and in Proposals received; to request additional information, to exercise its discretion and to apply its judgment in all matters pertaining to the solicitation. BSO further reserves the right to reject any or all Proposals, with or without cause, to waive technical errors and informalities or to accept Proposals, which in its judgment best serves BSO. BSO further reserves the right to cancel this solicitation and re-solicit if determined to be in its best interest. BSO's decision in dispute(s) resolution(s) will be final. At BSO'S sole discretion, award will be made to Proposer that BSO determines is the most qualified responsive and responsible Proposer. BSO reserves the right to withdraw this solicitation without any award and/or "piggyback" off of another existing government contract and/or GSA.

2.9 BSO reserves the right to extend the same or similar services/products offered by Awarded Proposer to other BSO departments, without the need to issue a formal solicitation at the

discretion of BSO Purchasing Bureau Director.

- 2.10 Solicitation/Award Protest Procedure: BSO's Protest Procedure is located on our website: <http://www.sheriff.org> , (Use search box in Upper Right of Screen and type in Protest - click on **Protest Procedure**).

AGREEMENT EXCEPTION FORM

The completed form(s) should be returned with the Proposer’s submittal. If not provided with submittal, it shall be deemed an affirmation by the Proposer that it accepts the terms and conditions of BSO’s Agreement as disclosed in the solicitation.

The Proposer must either provide specific proposed alternative language on the form below. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

- ☐ There are no exceptions to the terms and conditions of the BSO Agreement as referenced in the solicitation; or
- ☐ The following exceptions are disclosed below: (use additional forms as needed; separate each Article/ Section number)

Term or Condition Article / Section	Insert version of exception or specific proposed alternative language	Provide brief justification for change

Legal Company Name:

Electronic Signature:

Company’s Authorized Representative:

Name

Title

**CERTIFICATION REGARDING
DEBARMENT AND SUSPENSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract contains federal monies or state matching funds must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. BSO cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will consist of federal monies, to submit a signed copy of this certification.
7. The Broward Sheriff's Office may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

The prospective provider certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.

Signature

Date

Name

Title

Company Name

VERIFICATION OF EMPLOYMENT ELIGIBILITY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES. IF THIS FORM IS BEING REQUESTED AS PART OF A SOLICITATION, IT MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

In accordance with, §448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>

Every Contractor shall, upon request, provide evidence of compliance with this provision to the Sheriff/BSO. Failure to comply with this provision is a material breach of an Agreement, and the Sheriff/BSO may choose to terminate the Agreement at any time at its sole discretion. Contractor may be liable for all costs associated with Sheriff/BSO securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Contractor, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Broward Sheriff's Office, provide evidence of such compliance.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. The Contractor must maintain a copy of such affidavit.
6. The Broward Sheriff's Office may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the Broward Sheriff's Office as a result of the termination of this Contract.

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

Date



Confidentiality Agreement

#

**Note: To be completed by those involved in the solicitation process
and for Successful Proposer employees involved in the project after award.**

WHEREAS Sheriff of Broward County ("SHERIFF") has entered into an Agreement with _____, an independent contractor, ("CONTRACTOR") wherein CONTRACTOR will be performing certain work and services for SHERIFF, more specifically described in the solicitation document.

WHEREAS, CONTRACTOR has assigned _____ ("Assignee") to perform such work on behalf of CONTRACTOR;

WHEREAS, when performing such work and providing such services Assignee may become aware of confidential information related to the business of the SHERIFF including, but not limited to, undercover vehicle information, criminal intelligence information, and criminal investigative information, and

NOW THEREFORE, in consideration of SHERIFF's using CONTRACTOR to perform services and for other good and valuable consideration Assignee agrees as follows:

I. Acknowledgment of Confidentiality. Assignee hereby acknowledges that (he / she) may be exposed to confidential information including, without limitation, criminal intelligence information, (*Circle one of the above*) criminal investigative information, blueprints, designs and plans (whether in hard copy or electronic format) and other information that is confidential or exempt from disclosure pursuant to federal, state or local laws, rules, codes, or regulations and other information designated as confidential ("Confidential Information"). Confidential Information does not include:

- (i) Information already known or independently developed by Assignee and/or CONTRACTOR;
- (ii) Information in the public domain through no wrongful act of CONTRACTOR and/or Assignee, or
- (iii) Information received by CONTRACTOR and/or Assignee from a third party who was free to disclose it.

II. Covenant Not to Disclose. With respect to the Confidential Information, Assignee hereby agrees that during the term of rendering services or performing work and at all times thereafter Assignee shall not use, commercialize or disclose such Confidential Information to any person or entity, except to such other parties as SHERIFF may approve in writing and under such conditions as SHERIFF may impose.

IN WITNESS WHEREOF, Assignee executes this Confidentiality Agreement on the date set forth below.

(CONTRACTOR) EMPLOYEE/SUBCONTRACTOR

Electronic Signature (*Individual's Name*)

Date

Witness

Date

REFERENCE FORM

REFERENCE FORM - To be completed by Proposer's Client, not the Proposer**PROPOSER'S COMPANY NAME:** _____**Name of Reference Agency:** _____**Address of Reference:** _____**Contact Information of Reference:**_____
Name_____
Title_____
Phone #_____
E-Mail Address

1. Reference Company a. Type of Business _____
 b. Estimated # of employees _____
2. Project Name: _____
3. Project Amount: _____
4. Description of services provided by Vendor: _____

5. Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor
6. Would you use this vendor again? Yes No If No, please explain: _____

7. Contract term - begin/end dates that Proposer has provided Services to you.
(If there were any breaks in services, please state reason and duration of the break):

8. Is Proposer still providing services to your agency? If not, please elaborate: _____

9. Is your agency satisfied with the level of service and staffing provided by Proposer? Please
elaborate. _____

10. When a problem is encountered, is the Proposer responsive to your Agency's concerns?

PROPOSER'S COMPANY NAME: _____

11. What is response time for addressing concerns? _____

12. Please share any information that may be helpful through your experience with your agency's experience regarding the services provided by the Proposer.

Please rate your experience with the Vendor:	Needs Improvement	Satisfactory	Excellent	Not Applicable
1. Vendor's Quality of Service				
a) Responsive				
b) Accuracy				
c) Deliverables				
2. Vendor's Organization:				
a) Staff expertise				
b) Professionalism				
c) Staffing Turnover				
d) Timeliness of Project				
e) Deliverables				
3. Project completed within budget				
4. Cooperation with:				
a) Your Firm				
b) Subcontractor(s)/ Subconsultant(s)				
c) Regulatory Agency(ies)				

Additional Comments: (provide on additional sheet if needed)

All information provided to BSO is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the BSO as a basis for rejection, rescission of the award, or termination of the contract.

-

-

Name & Signature of Agency Representative

Title

Date

NOTICE TO VENDORS PROVIDING SOCIAL SECURITY NUMBERS TO BSO

With regard to formal solicitations issued by the Broward Sheriff's Office (BSO), BSO requires a background check for any individual requesting to attend pre-bid conferences, site visits and/or work at secure facilities. In order to conduct the background check, the Broward Sheriff's Office collects the social security number for each such individual. Collection of your social security number is voluntary. If you choose not to provide your social security number to BSO for the purpose of a background check, you will not be granted access to secure areas, including jail facilities, and will not be able to attend pre-bid conferences and/or site visits, including those that are mandatory.

All social security numbers collected by the Broward Sheriff's Office are confidential and exempt from Florida's Public Records Act. Pursuant to s. 119.071(5), a public agency in Florida may request a social security number from an individual when it is imperative for the performance of the Agency's duties and responsibilities as prescribed by law.

Your social security number will not be utilized for any purpose other than the purpose stated.

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INSURANCE CERTIFICATE SAMPLE
BROWARD SHERIFF'S OFFICE

Quick Tips

Understanding the Acord Certificate of Insurance

ACORD - CERTIFICATE OF INSURANCE

1. **PRODUCER**
Insurance Agent/Broker who issues certificate.

2. **NAME OF INSURED**
Must be the legal name of the contracting party.

3. **TYPES OF INSURANCE**
Must include the types of insurance required by contract.

4. **POLICY FORM**
"Claims made" or "occurrence" form; see below for definitions.

5. **NAMED ADDITIONAL INSURED**
The Broward Sheriff's Office must be named additional insured as written.

6. **CERTIFICATE HOLDER**
Must be The BROWARD SHERIFF'S OFFICE

7. **POLICY EFFECTIVE DATE**
Must be prior to or coincidental with effective date of contract.

8. **POLICY EXPIRATION DATE**
If occurrence form, date must be on or after termination of contract.

9. **LIMITS OF INSURANCE**
Must be the same or greater than required by the contract and bid documents.

10. **DESCRIPTION OF OPERATIONS**
name additional insured here; place & event sometimes described here.

11. **NOTICE OF CANCELLATION**
Must be modified as indicated; 60 days required.

12. **AUTHORIZED REPRESENTATIVE**
Must be signed, not stamped.

PRODUCER
Bill Jones Insurance Agency
License #0032505
40 E. Main St., Ste. 1100
FT. LAUDERDALE, FL 33312
Ph. #: 900/693-005

INSURED
XYZ COMPANY
P. O. Box 41229
FT. Lauderdale, FL 33312

COVERAGES
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THESE POLICIES OF INSURANCE IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED TO THE AMOUNTS SHOWN.

COUNTY	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL RISKS (YES/NO)
A	GENERAL LIABILITY ☒ CLAIMS MADE ☐ OCCUR ☐ TRAVELER'S CONTRACTOR'S PROTECT	NOA0105086-09	10/01/08	10/31/09	
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTO ☒ LEASED AUTO ☒ HIREN ☐ GARAGE	1105081-RAC	11/01/08	10/31/09	
C	EXCESS LIABILITY ☒ UMBRELLA ☐ OTHER THAN UMBRELLA FORM	46699898	11/01/08	10/31/09	
D	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	JTA010-9087654	11/01/08	10/31/09	
OTHER					

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, RESTRICTIONS/SPECIAL ITEMS
Contractor agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds.

CERTIFICATE HOLDER
THE BROWARD SHERIFF'S OFFICE
2601 W BROWARD BLVD
FT LAUDERDALE, FL 33312
Attn: CONTACT PERSON

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDORSE TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, NOT EXPIRING TO MAIL 60 DAYS NOTICE SHALL BE REQUIRED TO CANCEL THE LIABILITY OF ANY AND UPON THE COMPANY, ITS OFFICERS AND REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
Bill Jones

ACORD 25-S (3/88) ©ACORD CORPORATION 1988

1. THE PRODUCER: Produces or orders Certificate for insured; answers questions, revises certificate to meet contract requirements.
2. NAME OF INSURED: Must be legal name of contracting party.
3. TYPES OF INSURANCE: Must include types required by contract.
4. POLICY FORM: Will indicate claims-made or occurrence form and Policy Expiration Date”.

5. NAMED ADDITIONAL INSURED: The Certificate must name or endorse, either under Description of Operations or by attached endorsement, the following named herein as additional insured: The Broward Sheriff's Office, BSO, the Sheriff, Broward County, and Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies
6. CERTIFICATE HOLDER: Must be The Broward Sheriff's Office; address must include, department, contact person.
7. POLICY EFFECTIVE DATE: Must be prior to or coincidental with effective date of contract.
8. POLICY EXPIRATION DATE: For "occurrence" form coverage, date should be on or after the termination date of contract; if "claims-made coverage," coverage must survive for a period not less than three years following termination of contract and shall provide for a retroactive date of placement prior to or coinciding with the effective date of contract.
9. LIMITS OF INSURANCE: Must be same or greater than required by Contract or Bid document.
10. DESCRIPTION OF OPERATIONS: Review information in this section to determine it is consistent with contract.
11. NOTICE OF CANCELLATION: This language must be modified to read: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days' notice to the certificate holder named to the left."
12. AUTHORIZED REPRESENTATIVE: Must be signed by an authorized representative of Producer.

Quick Tips: Understanding the Acord Certificate of Insurance • rev. 4/04 Risk Management, Broward Sheriff's Office

AGREEMENT
BY AND BETWEEN
GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA
AND
[Contractor's Name]
FOR EMERGENCY EQUIPMENT FOR VEHICLES
FOR BROWARD SHERIFF'S OFFICE

THIS AGREEMENT is entered into this ____ day of _____, 2023 by and between the GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA (hereinafter referred to as "BSO") and **[Contractor's Name]** a Florida **[Business Entity Type]** authorized to do business in the State of Florida with its principal place of business at **[Address 1, Address 2, City, State, Zip-Code]** (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, BSO issued RLI #23004AP (attached hereto and marked as Exhibit A) requesting letter of interest, and statement of qualifications and experiences for "Emergency Equipment for Vehicles for Broward Sheriff's Office's Public Safety Vehicles (hereinafter referred to as "Services"); and

WHEREAS, CONTRACTOR submitted a proposal (attached hereto and marked as Exhibit B) for said Services and was selected by BSO to provide such Services; and

WHEREAS, BSO and CONTRACTOR are desirous of entering into an agreement for CONTRACTOR to provide such Services to BSO.

THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, BSO and CONTRACTOR hereby agree as follows:

SECTION I
DEFINITIONS

Where the following terms occur herein, the intent and meaning shall be as follows:

- 1.1 **Agreement** means this document and the exhibits attached hereto.
- 1.2 **Facility(ies)** means the CONTRACTOR facilities that are used by CONTRACTOR to provide the services set forth herein.
- 1.3 **BSO** shall mean the duly elected and qualified Sheriff of Broward County, Florida.
- 1.4 **Contract Administrator** - The designee of the BSO whose primary responsibility is to coordinate and communicate with CONTRACTOR and to manage and supervise performance and completion of this Agreement in accordance with the terms and

conditions set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator. The Contract Administrator for this Agreement is Scott Barnett, BSO Fleet Manager or his designee.

- 1.5 **Contractor** shall mean **[CONTRACTOR'S NAME]** and its successors and assigns.
- 1.6 **Fleet** shall mean all of the DLE/Administration/Detention Fleet and the Fire Rescue Fleet vehicles, trucks, buses and other miscellaneous vehicles and/or vessels. Notwithstanding the forgoing and at the option of BSO, Fleet shall also include vehicles owned or operated by U.S. Marshall's Office (approximately 11 vehicles) and Attorney General's Fraud Unit (approximately 60 vehicles) or any other law enforcement or governmental entity that BSO currently has a memorandum of understanding or agreement in effect now or in the future pertaining to shared use of vehicle's or vehicles' maintenance, repair or towing of vehicles.
- 1.7 **Rework** shall be defined as any services provided to BSO that is deemed unacceptable and thus must be returned to the CONTRACTOR for the purposes of making corrections to the satisfaction of BSO.

SECTION II **TERM**

- 2.1 The initial term of this Agreement shall be three (3) years commencing on **[Month Day, Year]** and expiring on **[Month Day, Year]**, unless otherwise extended or terminated in accordance with the terms of this Agreement.
- 2.2 BSO shall have the right to renew this Agreement for two (2) successive, one (1) year periods upon providing CONTRACTOR with written notice of its intent to renew at least thirty (30) calendar days prior to the end of the then current term upon the same terms and conditions contained herein.

SECTION III **OBJECTIVES AND PERFORMANCE STANDARDS**

- 3.1 CONTRACTOR shall provide Services to BSO in accordance with the following performance standards:
- a. Provide the highest quality of Services and products to ensure the safety of BSO's employee at the most cost-effective manner possible;
 - b. Ensure that Services are completed in accordance with local, state and federal mandated safety requirements;
 - c. Accomplish all Services with maximum productivity, high quality of work and minimum use of labor, parts and materials;

- d. Provide the best value in terms of the quality and timely performance of Services;
 - e. Provide a technically competent, highly productive workforce that receives vigorous training to maintain their competency and establishing the highest degree of professionalism and business ethics when dealing with BSO's employees, subcontractors and vendors;
 - f. Obtain high quality parts at the least possible cost to minimize overall BSO fleet costs and keep annual contract costs within budgeted limits;
 - g. Maintain open communication with BSO's Contract Administrator and staff;
 - h. Establish and/or maintain a safety program that meets the highest industry standards;
 - i. Quickly respond to problems and perform personalized services that exceeds the best industry standards;
 - j. Maintain sufficient qualified staff in sufficient numbers to ensure that Services are performed in a timely manner;
 - k. Perform Services in such a manner that all work is planned and scheduled, if time permitting, to ensure minimum BSO vehicle downtime;
 - l. CONTRACTOR shall at all times coordinate and communicate with BSO on all Services and their status including explaining all delays, parts status, supplies of parts available and service issues.
- 3.2 CONTRACTOR shall meet all performance standards set forth herein. In the event BSO determines that CONTRACTOR consistently fails to meet and maintain the performance standards, BSO reserves the right to terminate this Agreement upon thirty (30) days prior written notice to CONTRACTOR or sublet Services to other vendors.
- 3.3 The omission of any standard regarding the Services to be provided hereunder shall be regarded as meaning that only the best commercial practice shall apply and that only material and workmanship of the finest quality shall be used.
- 3.4 The Services performed by CONTRACTOR under this Agreement may, at the option of BSO, be extended to providing the same Services at the same consideration rates to the U.S. Marshall's Office and/or the Attorney General's Fraud Unit or any other law enforcement agency or governmental entity that BSO has a memorandum of understanding with now, or in the future.

SECTION IV **NON-EXCLUSIVE AGREEMENT**

- 4.1 The parties hereby acknowledge and agree that this is a non-exclusive agreement, and that BSO reserves the unilateral and unconditional right to procure the Services from other vendors. BSO makes no guarantee or representation as to any minimum or maximum quantity of vehicle Services that will be required of CONTRACTOR under this Agreement.
- 4.2 CONTRACTOR, at the request of BSO, may submit a written quote/estimate for Services on a specific vehicle or group of vehicles, in a format determined by BSO. The quote/estimate shall be based upon the rates set forth in Exhibit B, which is attached and incorporated herein. Notwithstanding the forgoing, CONTRACTOR may, at CONTRACTOR'S option, quote lower rates than those identified in Exhibit B, but not quote increased rates above those identified in Exhibit B. BSO shall evaluate the quote/estimate received by the CONTRACTOR and other vendors under contract with BSO to provide Services. BSO reserves the right to reject all quotes/estimates. In the event BSO accepts CONTRACTOR'S quote/estimate, such quote/estimate shall serve as a basis in determining the consideration to be paid to CONTRACTOR for that specific vehicle or group of vehicles. The parties agree that the terms and conditions stated herein along with the CONTRACTOR'S quote/estimate for a specific vehicle shall serve as a binding agreement with regards to the work to be done on such vehicle or group of vehicles.
- 4.3 Upon consent of the CONTRACTOR, any governmental entity, agency or municipality within the State of Florida may utilize this Agreement to make purchases under the same pricing, terms and conditions of this Agreement with the development of their own contract or agreement ("Piggybacking"). In such cases of Piggybacking, all purchases made by other governmental entities pursuant to the terms and conditions of this provision and this Agreement, shall be transactions between the CONTRACTOR and the other governmental entity and BSO shall not be responsible for any such purchases. Additionally, in such cases of Piggybacking, BSO's service order shall take first precedence to other governmental entities service order.

SECTION V **SCOPE OF SERVICES**

- 5.1 **NORMAL HOURS OF OPERATION:** CONTRACTOR will provide its own Facility(ies) and supplies and equipment and personnel and shall provide Services under this Agreement during the minimum following times: 8:30 a.m. to 5:30 p.m., Monday through Friday, excluding holidays and weekends.
- 5.2 All work shall be done in conformity with ALL applicable local, state, and federal safety codes, ordinances, and regulations. Additionally, all products shall conform to the latest edition of the following standards:

**SAE International;
NFPA (National Fire Protection Association);
UL (Underwriters Laboratories Inc.);
OSHA 1910.95 "Permissible Noise Exposure"; and
Parts shall be either Original Equipment Manufacturer (OEM) or meet OEM standards.**

Any reference to published specifications or standards of any organization or association shall refer to the requirements of the specification or standard which is current on the date of the issuance of this RLI. In case of a conflict between referenced specifications or standards, the one having the most stringent requirements shall prevail.

- 5.3 CONTRACTOR will provide Services for BSO's vehicles in accordance with BSO's RLI #23004AP, which is attached as Exhibit A and incorporated herein and CONTRACTOR'S Proposal to RLI #23004AP which is attached as Exhibit B and incorporated herein, to include, but not necessarily be limited to, the following:
- a. Estimate Requirements: All estimates shall be in writing based upon the rates set forth in Exhibit B, which is attached and incorporated herein. CONTRACTOR shall prepare a preliminary estimate for Services of vehicle(s) within one (1) business day from delivery to CONTRACTOR'S facility or request from BSO. Notwithstanding the forgoing, CONTRACTOR may, at CONTRACTOR'S option, quote lower rates than those identified in Exhibit B, but not quote higher rates to BSO. All payments shall be made in accordance with the Section VI of this Agreement. All estimates shall indicate labor rate and labor hours; parts cost by component, and approximate time frame for completion. The CONTRACTOR shall submit the estimate to the BSO'S Contract Administrator. BSO must approve, in writing, all work/Service orders before CONTRACTOR performs the Services. In the event work is completed prior to BSO Contract Administrator's written approval, BSO will not be obligated to pay CONTRACTOR for such Services. With or without notice, BSO may inspect any vehicle delivered for Services or any of CONTRACTOR'S facility(ies).
 - b. Supplements: Supplemental estimates, additional cost of Services from hidden conditions beyond the original estimate, will be reviewed on a case-by-case basis and limited to maximum of ten percent (10%) of the original estimate. If BSO determines that the CONTRACTOR has excessive number of supplemental estimates, CONTRACTOR may be held in material breach of this Agreement by BSO.
 - c. Reporting of Turn Around Time: CONTRACTOR shall state in the Service estimate, the total turn around time for completion of Service for each vehicle. CONTRACTOR shall provide at the end of each Service completion on each vehicle, a detailed listing of the work performed, and equipment supplied, and hours worked. No markup or administrative fee, stocking or restocking fees will be added to the cost of parts or special-order parts under this Agreement other than those rates specifically identified in Exhibit B attached hereto.

- d. Reporting Quarterly: CONTRACTOR shall furnish BSO with quarterly reports showing the dollar amount for the total work performed within that quarter and a list of all vehicles receiving Services within the quarter. All reports must include a listing of all BSO vehicles serviced in that quarter to include a breakout of parts, labor, sublets, supplements and any installations or decommission work or rework or repairs. CONTRACTOR will provide other reports as requested by BSO.
- e. Cleanliness of Vehicles: CONTRACTOR shall use best efforts to ensure the vehicles are returned to BSO only after the vehicles are cleaned on the interior of the body – including dusted, washed and vacuumed.
- f. Parts and Materials: CONTRACTOR shall not be entitled to any markups on any parts and materials charged to BSO with the exception of those prices identified in Exhibit B attached hereto, if any. BSO reserves the right to review and audit CONTRACTOR'S original parts invoices anytime during this Agreement and benchmark these prices against other comparable market pricing and if such benchmarking reveals overpricing by CONTRACTOR for parts charged to BSO, then BSO shall be entitled to a credit or refund of the difference upon demand. BSO reserves the right to supply CONTRACTOR with new or used OEM parts to be used on BSO vehicles. CONTRACTOR shall be required to conduct thorough parts sourcing activities in order to supply BSO with the lowest cost for quality parts that are reasonably obtainable. CONTRACTOR shall keep in stock for BSO, at CONTRACTOR'S cost, expense and risk, sufficient number of commonly used parts and equipment normally and routinely used by BSO at the CONTRACTOR'S Facility(ies) to limit any delays in delivering Services to BSO and to reduce any waiting time for shipment of needed parts and equipment.
- g. Road Testing: Only if necessary, CONTRACTOR shall conduct a road or appropriate operations test on all vehicles and equipment CONTRACTOR will ensure that the vehicles and equipment are safe to operate prior to being returned to BSO for service. CONTRACTOR shall sufficiently temporally cover the emergency lights and BSO badge, logo and BSO markings while a vehicle is being test driven to avoid the public from viewing such markings. CONTRACTOR shall not operate emergency lights or audible emergency equipment unless necessary to establish the working functionality of the same and may do so only off public streets and away from public viewing. Only licensed and properly insured drivers shall operate vehicles when being test driven. CONTRACTOR is solely liable for any and all damages and/or losses whatsoever to BSO'S vehicle and property during said test drives.
- h. Materials: The materials, parts and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to ridged examination and standardization. All parts and equipment installed by CONTRACTOR in/on BSO vehicles must be new and not used or after-market. Items not meeting these requirements shall be replaced at no cost to BSO upon due notice of deficiency.

- i. Transporting of Vehicles: The CONTRACTOR shall be responsible for all transportation of the BSO vehicles to/from BSO vehicle storage sites located at: i) The empty unpaved lot immediately north of the Paul Rein Detention Facility which is located 2421 N.W. 16th Street, Pompano Beach Florida 33309; and ii) the paved parking lot immediately north of the Joseph V. Conte located at 1351 N.W. 27th Avenue, Pompano Beach Florida 33069 (Collectively referred to herein as the "BSO Storage Site") CONTRACTOR shall burden the risk of loss or damage to the vehicles and all liability relating to the operation of said vehicles: a) while the vehicles are in the care, custody and control of the CONTRACTOR; b) while the vehicles are being operated by the CONTRACTOR; c) while the CONTRACTOR is transferring the vehicles to/from the BSO Storage Site and the CONTRACTOR'S Facility(ies).
- j. Quality Assurance: CONTRACTOR shall design, (subject to BSO approval), and implement a Quality Assurance Program for the Services rendered under this Agreement.
- k. Cost Containment: Both parties acknowledge that BSO's cost containment is a critical component of this Agreement. Both parties further acknowledge that BSO has a fixed budget allocation for Fleet maintenance and has a limited ability to supplant the Fleet budget to accommodate cost overruns. Both parties will actively strive to manage expenditures. CONTRACTOR shall be an active participant in helping to control costs under this Agreement. CONTRACTOR will use its best efforts to control all costs, fees, charges, and expenses charged to BSO under this Agreement and will actively seek out the lowest possible price points for all Services offered to BSO and pass along the savings to BSO during the entire term of this Agreement, and any extensions thereto.

CONTRACTOR will be responsible for any damages and/or losses whatsoever to BSO's property as applicable when such property is the responsibility or in the custody of the CONTRACTOR, his/her employees or Sub-Contractors. CONTRACTOR and his/her employees or Sub-Contractors shall return the serviced vehicle FOB to the designated BSO facility or BSO site.

5.4 REPLACED PARTS

CONTRACTOR shall retain replaced parts for inspection and utilize an identification method to clearly indicate the vehicle in which the replaced parts were removed upon written request from BSO. BSO'S Contract Administrator will advise CONTRACTOR, in writing, if the replaced parts can be disposed of or whether such parts must be held in a secure location for investigation or other purposes.

5.4 ENVIRONMENTAL/SAFETY

CONTRACTOR will continue its safety and environmental programs in order to ensure that its Facility(ies) are run in strict compliance with all federal, state and local law, statutes, rules and regulations while reducing and eliminating lost productive time due to accidents.

5.5 EMERGENCY/NATURAL DISASTER

During any BSO declared emergency situations, such as unforeseen disturbances, riots, storms, hurricanes, tornadoes flooding or other acts of God, CONTRACTOR shall provide adequate staffing to assure the continued use of safe, operational vehicles and equipment. Such emergencies may occur at any time and may involve any number of employees, equipment, and vehicles. CONTRACTOR will mobilize its Facility(ies) and provide Services for the duration of the emergency situations. All emergency labor work will be billed at the hourly rate set forth in Section VI of this Agreement. Cost for parts and materials will be billed to BSO at actual cost unless specifically agreed to otherwise as identified in Exhibit B attached hereto. CONTRACTOR will accept emergency work requested by BSO. CONTRACTOR will give such emergency work priority over all other work at its Facility(ies). The required supply inventory will be mutually determined by BSO and CONTRACTOR.

5.6 TOWING SERVICE

Upon request by BSO, CONTRACTOR shall provide towing services for BSO vehicles and equipment in Miami Dade, Broward or Palm Beach County to/from CONTRACTOR'S facility when said vehicle is inoperable as determined at the discretion of BSO and in need of Services. The cost of any BSO vehicle that is being towed from one of BSO'S service centers or to a subcontractor will be invoiced to BSO by CONTRACTOR, at no more than fifty dollars (\$50.00) per tow.

If CONTRACTOR is unable to provide towing services required by this contract, CONTRACTOR shall contract with one or more companies that are licensed, insured and capable of providing twenty-four (24) hour service calls. CONTRACTOR is responsible for contracting only with companies that have sufficient insurance coverage to protect BSO and otherwise comply with the insurance provisions set forth in this Agreement.

CONTRACTOR will ensure that the towing vendor(s) is insured and capable of providing 24-hour service calls. In addition, CONTRACTOR is responsible for contracting only with companies that have sufficient insurance coverage to protect BSO and otherwise comply with the insurance provisions set forth in this Agreement. All tow company insurance policies shall name and endorse the following as additional insured: the Broward County Sheriff's Office, BSO, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies. Garage keeper's insurance will be required in addition to other insurance requirements listed herein.

Notwithstanding the forgoing, BSO may elect, at BSO's sole discretion, to utilize BSO's towing vendors (currently Mac's Towing, Westway Towing and A-Superior Towing) at BSO's cost and expense at any time.

SECTION VI **CONSIDERATION/INVOICING**

6.1 CONSIDERATION

The consideration payable by BSO to the CONTRACTOR for Services rendered pursuant to Agreement shall be at the rates as set forth in Exhibit B, which is attached and incorporated herein, including the bundling rates identified as Attachment A consisting of 7 consecutive pages within Exhibit B. Notwithstanding the forgoing, CONTRACTOR, at CONTRACTOR'S option, may quote and charge lower rates than those set forth in Exhibit B or provide discounts on those quotes/rates on any given job order or solicitation received from BSO.

The consideration represented within Exhibit B and Attachment A within Exhibit B shall remain the same for the initial term of the parties' agreement. Thereafter, on an annual basis the CONTRACTOR may request an increase or decrease in pricing represented in Exhibit B and Attachment A within Exhibit B, but only to the degree based on documented equipment manufacturer increases or documented CONTRACTOR'S operational expense increases and only to the extent of up to three percent (3%) per year or the current CPI index. BSO, at BSO's discretion, may agree to said price changes or deny such price changes in writing. If BSO rejects CONTRACTOR'S request for a price change, then the CONTRACTOR will continue to perform under this Agreement without any increase in prices charged to BSO. If a manufacturer of any parts or equipment offers price discounts to CONTRACTOR, CONTRACTOR shall pass on those price discounts to BSO.

6.2 MONTHLY INVOICE

CONTRACTOR shall invoice BSO on a monthly basis for Services fully completed. The invoice shall include the following information:

- a. BSO purchase order number
- b. The date of the report
- c. Cost of labor
- d. Cost of subcontractor services
- e. Number of Cost of supplements
- f. Contract serial number
- g. BSO vehicle identification number
- h. Vehicle identification number
- i. Total number of reworks
- j. Total labor rates with labor hours
- k. Work order number
- l. Description of work performed and reason for repair
- m. Detail itemized parts listing and pricing and serial numbers of parts
- n. Vehicle Assigned Location (example: station, district or department).

All invoices without the above listed information may be returned by BSO to CONTRACTOR for corrections within ten (10) business days, thus delaying payment. The CONTRACTOR shall resubmit a revised/corrected invoice within three (3) business days of return. BSO reserves the right to request additional

documentation to be reviewed prior to paying any disputed portion of an invoice. Such documentation may include, but is not limited to, invoices to CONTRACTOR for subcontracted services. BSO shall pay CONTRACTOR within thirty (30) days of BSO'S receipt of the monthly invoice meeting the requirements above.

6.3 END OF YEAR INVOICE:

CONTRACTOR shall provide all invoices for work provided during a fiscal year (October 1 – September 30) in a timely manner and prior to October 10th of that calendar year. BSO will not be fiscally responsible to pay any invoices received during a fiscal year for work performed in a previous fiscal year except for the final invoice that is due prior to the October 10th date. The final invoice should state on the invoice that this is the final invoice for Fiscal Year (enter fiscal year #) and include the information listed above in Section 6.2.

6.4 EXPENSES.

Except as otherwise provided herein, CONTRACTOR shall be fully and solely responsible for any and all expenses incurred by CONTRACTOR in the performance of this Agreement, including, but not limited to, costs of supplies, fees, licenses, bonds or taxes, and all other costs of doing business. CONTRACTOR shall not, in any manner, incur indebtedness on behalf of BSO.

SECTION VII
TIME IS OF THE ESSENCE IN CONTRACTOR'S SERVICES

Time is of the essence in CONTRACTOR'S rendering of Services under this Agreement.

SECTION VIII
HIDDEN DAMAGE OR CONDITIONS

If during the course of rendering Services to any BSO vehicle, CONTRACTOR discovers additional work or repairs not included in the original estimate, CONTRACTOR shall contact BSO'S Contract Administrator for inspection and approval. Upon BSO'S Contract Administrator's written approval, a revised estimate shall be promptly prepared and delivered by CONTRACTOR to BSO's Contract Administrator.

SECTION IX
REWORK

9.1 CONTRACTOR must provide professional workmanship and avoid Rework repairs. Excessive Reworks will affect job allocations and may, in BSO'S sole discretion, result in immediate default of this Agreement. All installations and fabrications are subject to BSO'S quality control inspections. All Rework shall be performed at no additional cost to BSO.

9.2 CONTRACTOR should track and identify Rework utilizing it's approved automated fleet management system and shall not include in the monthly statement, any costs

for Reworks occurring less than the scheduled time after the original repair. In the case of a Rework, CONTRACTOR shall correct any resultant deficiency at no additional cost to BSO. BSO shall not pay any costs associated with Rework including, but not limited to towing fees, cost of actual Rework and repair or cost for additional damages and penalties as a result of repair omissions or improper initial repair by CONTRACTOR. Reworks shall be classified as priority of other Service orders.

- 9.3 If there is a dispute about a Rework repair, such dispute shall be resolved by BSO's Contract Administrator and CONTRACTOR'S representative.

SECTION X

LIABILITY/INDEMNIFICATION

- 10.1 CONTRACTOR shall, at all times hereafter, indemnify, hold harmless (and, at the option of BSO'S counsel, defend or pay for an attorney selected by BSO'S counsel to defend) the Broward Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County, and their officers, agents, employees and commission members from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the negligent or wrongful acts or omissions of CONTRACTOR, its officers, agents, employees, servants, independent contractors or subcontractors in the performance of this Agreement or the Services rendered by CONTRACTOR.
- 10.2 CONTRACTOR shall inform BSO in advance of planned actions and/or conduct related to CONTRACTOR'S handling of any such action or claim. BSO shall inform CONTRACTOR of any known restrictions, defenses or limitations which may arise or exist by reason of BSO being a governmental entity.
- 10.3 BSO shall not be liable for and CONTRACTOR agrees to indemnify BSO against any liability resulting from injury or illness, of any kind whatsoever, to CONTRACTOR'S employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.
- 10.4 Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the BSO'S immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.
- 10.5 The above indemnification provisions shall survive the expiration or termination of the Agreement.
- 10.6 CONTRACTOR shall be responsible for any loss or damage to BSO vehicles, equipment or property from acts of theft, burglary, or vandalism, while such vehicles, equipment and property are in CONTRACTOR'S care, custody or control or while such vehicles, equipment and property are in the CONTRACTOR'S employees',

agents', representatives', or subcontractors' care custody or control. If the loss or damage to a vehicle, regardless of the location of the vehicle, results from theft or mishandling of that vehicle keys in CONTRACTOR'S possession, then CONTRACTOR shall be liable for such loss or damage to the vehicle.

SECTION XI
DIRECT DELIVERY OF VEHICLES DIRECTLY TO FACILITIES

CONTRACTOR may receive BSO vehicles directly from BSO for Services and coordinate the timing of such delivery of vehicles for immediate Services or for storage in contemplation of future Services to the vehicles. CONTRACTOR shall, upon request by BSO and for no additional charges to BSO, coordinate and arrange directly with vehicle manufacturers, resellers, suppliers or distributors supplying BSO with new or refurbished vehicles for delivery directly to CONTRACTOR'S facility(ies) (hereinafter referred to as "drop ship"). CONTRACTOR, at no additional cost or expense to BSO, CONTRACTOR shall:

- a. Accept a dealer's "drop ship" or direct ship vehicles to CONTRACTOR'S Facility(ies);
- b. Check in, inspect and sign on behalf of BSO each "drop ship" vehicle to CONTRACTOR'S facility; and
- c. If any issues are identified with a vehicle, CONTRACTOR shall immediately notify BSO and BSO will follow up with the selling dealer to determine a course of action.

SECTION XII
CONTRACTOR'S EMPLOYMENT & STAFFING LEVEL RESPONSIBILITY

- 12.1 Any person(s) utilized by CONTRACTOR to fulfill the terms and conditions of this Agreement shall be deemed agents, subcontractors, servants, or employees of CONTRACTOR, not of BSO.
- 12.2 Accordingly, CONTRACTOR shall be responsible for assuming all employment related costs and expenses including, but not limited to, the cost of contributions to pension funds, insurance premiums, workers compensation funds (Chapter 441, FSA), or other CONTRACTOR provided employee fringe benefits.
- 12.3 CONTRACTOR shall adopt working conditions that meet all local, state, and federal laws, statutes, ordinances, codes, rules, and regulations.
- 12.4 CONTRACTOR'S staffing level for this Agreement shall be adequate to provide the services contemplated herein. CONTRACTOR shall provide EVT certified installers and technicians. CONTRACTOR shall keep and maintain all personnel and manufacturing certifications mentioned in Exhibit B.
- 12.5 In accordance with, §448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired

during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Contractor shall, upon request, provide evidence of compliance with this provision to BSO. Failure to comply with this provision is a material breach of an Agreement, and BSO may choose to terminate the Agreement at its sole discretion. CONTRACTOR may be liable for all costs associated with BSO securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

SECTION XIII **CONTRACTOR'S FACILITY(IES)**

13.1 LOCATION OF SERVICE

CONTRACTOR shall perform the services described herein at the CONTRACTOR'S facility(ies) within Broward County, Florida. CONTRACTOR shall be responsible for any and all maintenance, repairs and capital improvements to the CONTRACTOR'S facilities.

13.2 FACILITY COMPLIANCE

CONTRACTOR shall ensure that CONTRACTOR'S facility(ies) are operated in compliance with all local, state, and federal laws, statutes, ordinances, rules, orders, and regulations.

13.3 FACILITY SAFETY & SECURITY

In addition to all the CONTRACTOR'S facility(ies) security and safety systems described in Exhibit B, CONTRACTOR shall provide 24/7 secure, fenced in and security camera monitored security system protected storage for all BSO vehicles and/or parts/equipment provided to CONTRACTOR for Service. CONTRACTOR shall burden all risk of loss and/or damage to that occurs to BSO vehicles and/or parts/equipment that have been placed physically with the CONTRACTOR for Services. CONTRACTOR shall be considered a bailee of these vehicles and/or parts/equipment and CONTRACTOR shall keep all vehicles and/or parts/equipment in covered, secured inside storage structure away from all elements and rain. CONTRACTOR'S facility(ies) shall conform to all applicable municipal, county, state and federal codes, with no exceptions.

SECTION XIV **EQUIPMENT, TOOLS, AND FURNITURE**

- 14.1 CONTRACTOR, at its cost, shall be responsible for equipping the CONTRACTOR'S facility(ies) with all equipment, tools and supplies necessary for CONTRACTOR to efficiently perform the Services described herein.
- 14.2 CONTRACTOR will be responsible for the cost of the upkeep, repair, replacement, and purchase of the Facility(ies)' equipment, tools, and furniture necessary to perform the highest level of service in a timely manner. Additionally, CONTRACTOR and will pay for any and all parts and accessories needed to maintain the equipment, tools and furniture in proper working condition and good running order.

SECTION XV **PERMITS, TAXES, AND LICENSES**

CONTRACTOR, at its sole expense, shall obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local, state and federal laws, statutes, ordinances, codes, rules, and regulations applicable to the services provided herein.

SECTION XVI **INSURANCE**

- 16.1 Throughout the term of this Agreement and for all applicable statutes of limitations periods, CONTRACTOR shall maintain in full force and effect the insurance coverages set forth in this Section.
- 16.2 All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a Best's rating of A-VI or better.
- 16.3 All insurance policies shall name and endorse the following as additional insureds: the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies.
- 16.4 All insurance policies shall be on an occurrence basis and shall be endorsed to provide that (a) CONTRACTOR'S insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and (b) CONTRACTOR'S insurance applies separately to each insured against whom claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- 16.5 Waiver of Subrogation – CONTRACTOR agrees by entering into this agreement to a Waiver of Subrogation, against the Broward Sheriff's Office and Broward County for each required policy herein. When required by the insurer, or should a policy condition not permit CONTRACTOR to enter into a pre-loss agreement to waive

subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

16.6 CONTRACTOR shall carry the following minimum types of insurance and submit insurance information with the proposal including aggregate limits:

- a. Workers' Compensation Insurance. CONTRACTOR shall carry Worker's Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than \$500,000 for each accident, \$500,000 for each disease, and \$500,000 for aggregate disease.
- b. Commercial General Liability Insurance. CONTRACTOR shall carry Commercial General Liability Insurance with limits of not less than two million (\$2,000,000) dollars per occurrence combined single limit for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and cross liability. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.
- c. Employee Fidelity Coverage: Coverage A – CONTRACTOR shall carry Employee Fidelity with minimum limit of One Million Dollars (\$1,000,000).
- d. Business Automobile Liability Insurance. CONTRACTOR shall carry Business Automobile Liability insurance with minimum limits of one million (\$1,000,000) dollars per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include coverage for any damage or loss caused by CONTRACTOR when operating or storing or repairing BSO vehicles.
- e. Garage Keepers Liability/Garage Liability Insurance: CONTRACTOR must carry Garage Keepers Liability (Direct Primary Coverage) insurance policy or policies to protect BSO's vehicles from losses resulting from perils such as fire, vandalism, and theft while such vehicles are in the care, custody and control of CONTRACTOR in an amount of no less than two million dollars (\$2,000,000.00) and to

include loss of use of BSO's property. Additionally, CONTRACTOR shall carry Garage Liability insurance of not less than \$2,000,000 per occurrence to cover third party injuries and/or property damage caused by the garage operations.

- f. Cargo/On-Hook: CONTRACTOR must carry Cargo/On-Hook coverage at a minimum of \$100,000 per vehicle. Coverage shall include both the unit being towed and its contents.
- f. Umbrella or Excess Liability Insurance. CONTRACTOR may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CONTRACTOR agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds.

- 16.7 CONTRACTOR shall provide BSO'S Director of Risk Management and BSO'S Contract Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of insurance and coverages required by this Section prior to award of the contract, and, at any time thereafter, upon request by the BSO.
- 16.8 CONTRACTOR's insurance policies shall be endorsed to provide BSO with at least sixty (60) days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Broward Sheriff's Office
Attn.: Contract/Lease Manager
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

AND

Broward Sheriff's Office
Attn: Director of Risk Management
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

- 16.9 If CONTRACTOR'S insurance policy is a claims made policy, then CONTRACTOR shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of the Agreement or any extensions or renewals of the Agreement. Applicable coverages may be met by keeping the policies in force, or

by obtaining an extension of coverage commonly known as a reporting endorsement or tail coverage.

- 16.10 If any of CONTRACTOR'S insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this Section.
- 16.11 The provisions of this Section shall survive the expiration or termination of this Agreement.
- 16.12 Payment. If any of the insurance policies required under this Article above lapse during the term of this Agreement or any extension or renewal of the same, Contractor shall not receive payment from BSO until such time that BSO has received satisfactory evidence of reinstated coverage of the types and coverages specified in this Article that is effective as of the lapse date. BSO, in its sole discretion, may terminate the Agreement immediately and no further payments shall be due to Contractor.

SECTION XVII **WASTE & DISPOSAL OF PARTS**

- 17.1 CONTRACTOR shall, at CONTRACTOR'S expense, comply with all laws regulating the use, generation, release, manufacture, refining, storage, transportation, or disposal of hazardous substances relating to the CONTRACTOR'S facility(ies) and/or Services rendered under this Agreement. CONTRACTOR shall promptly provide all information regarding the use, generation, release, manufacture, refining, storage, transportation or disposal of hazardous substances that is requested by BSO.
- 17.2 Any and all used parts removed from BSO vehicles shall be either returned to BSO or at the option of BSO, properly destroyed by CONTRACTOR.

SECTION XVIII **INSPECTION OF WORK**

CONTRACTOR shall furnish BSO or BSO authorized representative(s) with every reasonable opportunity to determine whether or not the work is performed in accordance with the requirements of this Agreement. BSO may appoint qualified persons to inspect the CONTRACTOR'S and/or subcontractor's operations and equipment, and CONTRACTOR shall permit these authorized representative(s) to make such inspections at a reasonable time and place.

SECTION XIX **WARRANTY**

CONTRACTOR shall warrant and guarantee work performed by CONTRACTOR or its subcontractors for a minimum of five (5) years.

- a. All parts installed by CONTRACTOR on/in BSO vehicles shall be covered for a minimum of five (5) years by original equipment manufacturer's or reseller's warranties and said warranties shall name BSO as the owner and holder of such warranties when possible. CONTRACTOR will take all steps in facilitating the naming BSO as the owner and holder of all such warranties;
- b. All work is fully and completely warranted for by original equipment manufacturer's or reseller's warranties, and if there is no such original equipment manufacturer's or reseller's warranties, then for five (5) years after the date of the completion of the CONTRACTOR'S Services to the vehicle;
- c. CONTRACTOR shall provide any repeat repairs/work that is required and that falls within the warranty period at no additional labor, parts, administrative fees or subcontractor charge to BSO; and
- d. The materials, parts and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Materials, parts and supplies not meeting these requirements shall be replaced at no cost to BSO upon due notice of deficiency.

SECTION XX **REPORTING / RECORDS**

- 20.1 CONTRACTOR shall provide BSO's authorized representatives access, at reasonable times, to all electronic and hard data-copy books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memorandum of every description, pertaining to the work under this Agreement for the purpose of auditing and verifying costs of the work performed, upon prior notice to CONTRACTOR. CONTRACTOR shall generate any and all reports, records and documentation requested by BSO's Contract Administrator(s).
- 20.2 CONTRACTOR will maintain its current digital and computerized files and system tracking each vehicle by its Vehicle Identification Number (VIN) and make/model and service dates, which shall include color photographs of the vehicles and equipment/repairs, documenting all repairs and Services rendered to all vehicles and allow BSO access or copies of the same upon BSO at no additional cost or expense. Said digital and computerized files and system shall be backed up automatically no less than once every twenty-four (24) hours and stored in a separate "mirror image", duplicate server or data storage device at all times. Said

digital and computerized files and system shall be preserved at least for ten (10) years after the rendering of the Services to each vehicle.

- 20.3 CONTRACTOR shall maintain a complete file of service manuals, service bulletins, charts and other such information needed to properly render Services to BSO's Fleet. A hard copy history folder shall be maintained by CONTRACTOR for each BSO vehicle and piece of equipment. This folder will contain, in chronological order, all work orders generated on the vehicle. The folder shall also contain the vehicle's make, model, year and VIN along with invoice information.
- 20.4 CONTRACTOR agrees to retain all financial books, records, and other documents relevant to this Agreement for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer.
- 20.6 If CONTRACTOR'S books, records and other documents relevant to the services provided by CONTRACTOR pursuant to this Agreement are not sufficient to support and document that such services were provided, BSO shall notify CONTRACTOR in writing of the unsubstantiated services and BSO has the option of either adjusting any future invoice submitted by CONTRACTOR by the amount of the unsubstantiated services or to require repayment of the unsubstantiated amount by CONTRACTOR'S issuance of a check payable to BSO.
- 20.7 If at any time it is determined by BSO that a cost for which payment has been made is a disallowed cost, BSO shall notify CONTRACTOR in writing of the disallowance which shall be at the option of BSO either to adjust any future invoice submitted by CONTRACTOR by the amount of the disallowance or to require repayment of the disallowed amount by CONTRACTOR.

BSO shall have the right to audit the books, records, and accounts of CONTRACTOR that are related to the Services. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR shall be kept in written form, or in a form capable of conversion into written form within a reasonable time and, upon request to do so, CONTRACTOR shall make same available at no cost to BSO in written form.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by BSO, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is

determined by BSO to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof.

20.8 Pursuant to Florida law (including but specifically but not limited to Section 119.0701, Florida Statutes), CONTRACTOR must comply with all applicable public records laws. Specifically, CONTRACTOR shall:

- (a) Keep and maintain public records required by BSO to perform the services contracted for in this Agreement.
- (b) Upon request from BSO, BSO'S designee or BSO'S custodian of public records, provide BSO or designee with a copy of the requested records or allow the records to be inspected or copied, at BSO or designee's sole option, within a reasonable time at no cost to BSO.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to BSO.
- (d) Upon completion of the contract, transfer, at no cost, to BSO all public records in possession of CONTRACTOR or keep and maintain public records required by BSO to perform the services contracted for in this Agreement, at BSO'S sole option. If the CONTRACTOR transfers all public records to BSO upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records.
- (e) All public records stored electronically by the CONTRACTOR pertaining to the services contracted for in this Agreement must be provided to BSO, upon request from the BSO, or BSO'S designee or BSO'S custodian of records, designee, in a format that is compatible with the information technology systems of BSO.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745 Erin_Foley@sheriff.org OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE AT (954) 831-8920.

In the event CONTRACTOR receives a public records request related to this Agreement and the services provided hereunder, CONTRACTOR shall provide BSO

with written notice of the request accompanied by a copy of such request at least five (5) calendar days prior to the distribution of any of the requested records.

SECTION XXI **MEETINGS**

At the request of BSO's Contract Administrator, CONTRACTOR will meet with BSO personnel to discuss any issues related to fleet maintenance and repairs.

SECTION XXII **ANNUAL PERFORMANCE REPORT**

CONTRACTOR shall submit an annual report to BSO that reviews CONTRACTOR'S performance in relationship to the term and conditions of this Agreement. The format of the report and due date will be mutually agreed upon between CONTRACTOR and BSO.

SECTION XXIII **INDEPENDENT CONTRACTOR**

CONTRACTOR shall at all times be an independent contractor under this Agreement, rather than an employee, agents, or representative of BSO, and no act, action, or omission to act by CONTRACTOR shall in any way obligate or bind BSO.

SECTION XXIV **SUBCONTRACTING**

- 24.1 CONTRACTOR shall not subcontract the Services to be performed hereunder without BSO'S Contract Administrator's prior written approval. Such approval shall not be construed as making BSO a party to such subcontract, nor shall approval be construed as subjecting BSO to liability of any kind to any subcontractor. Subcontracting shall not relieve CONTRACTOR of its responsibilities and obligations under this Agreement.
- 24.2 A list of all subcontractors CONTRACTOR intends on using to perform the Services contemplated herein is set forth in Exhibit C (if any), which is attached and incorporated herein and such list is approved by BSO.

SECTION XXV **TERMINATION**

- 25.1. Termination by Mutual Agreement. In the event the BSO and CONTRACTOR mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- 25.2. Termination Without Cause. BSO shall have the right to terminate this Agreement without cause by providing CONTRACTOR with thirty (30) calendar days written

notice via certified mail, return receipt requested or via hand delivery with proof of delivery or e-mail to CONTRACTOR.

- 25.3. Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, BSO may provide CONTRACTOR with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.
- 25.4 Immediate Termination by BSO. BSO, in its sole discretion, may terminate this agreement immediately upon the occurrence of any of the following events:
- a) CONTRACTOR'S violation of the Public Records Act;
 - b) The insolvency, bankruptcy or receivership of CONTRACTOR;
 - c) CONTRACTOR'S violation or non-compliance with Section XXX, Civil Rights Requirements;
 - d) CONTRACTOR'S failure to maintain insurance in accordance with Section XVII, Insurance; or
 - e) CONTRACTOR'S violation of Florida Statute §448.095, Employment Eligibility.
- 25.5. Neither the termination nor the expiration of this Agreement shall relieve CONTRACTOR, or its employees from their contractual duty and ethical obligation to provide or arrange for services under this Agreement until the date of termination.
- 25.6 Notwithstanding any other provisions of this Agreement, CONTRACTOR'S duty to indemnify and defend BSO as set forth herein shall survive the termination or expiration of this Agreement.

SECTION XXVI **WAIVER**

It is agreed that no waiver or modification of this Agreement or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that evidence of any waiver or modification shall not be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, and duly executed.

SECTION XXVII **SURVIVORSHIP OF BENEFITS**

This Agreement shall be binding on and inure to the benefit of the respective parties and their successors and assigns.

SECTION XXVIII

ENTIRE AGREEMENT

This Agreement, including this document and all Exhibits incorporated herein, is the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements are merged herein or superseded hereby. If there is a conflict between this document and any of the attached Exhibits hereto, then this document shall control, then Exhibit A, then Exhibit B and then Exhibit C in that order. Notwithstanding the forgoing, in the event there is a conflict between the terms and conditions of any of the documents comprising this Agreement, the terms and conditions that are most favorable to BSO shall be controlling regardless of the location of those terms and conditions within the documentation. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties.

SECTION XXIX **SEVERABILITY**

If any term or provision of this Agreement is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect.

SECTION XXX **CIVIL RIGHTS REQUIREMENTS**

- 30.1 CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act.
- 30.2 CONTRACTOR shall not discriminate on the basis of race, age, religion, color, gender, national origin, sexual affinity, sexual orientation, sexual identity, marital status, or physical or mental disability.
- 30.3 CONTRACTOR agrees that compliance with this Section constitutes a condition to this Agreement, and that it is binding upon CONTRACTOR, its successors, transferees, and assignees for the period during which services are provided. CONTRACTOR will ensure that all subcontractors, are not in violation of the terms of this Section.

SECTION XXXI **CONFIDENTIALITY**

- 31.1 To the extent permitted by law, CONTRACTOR shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of BSO, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description, except for information necessary to properly render Services under this Agreement and to the BSO Fleet. The parties stipulating that as between them, the

aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of BSO, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this agreement. CONTRACTOR acknowledges that a breach of this confidentiality will cause irreparable injury to BSO, that the remedy at law for any such violation or threatened violation will not be adequate and that BSO shall be entitled to temporary and permanent injunctive relief.

- 31.2 It is acknowledged by the parties that certain property owned by BSO is sensitive in nature and requires concerted efforts by the CONTRACTOR to ensure that the sensitive nature of such property is not compromised. Vehicles designated by BSO as unmarked, and/or surveillance vehicles shall be serviced by the CONTRACTOR. CONTRACTOR shall insure that the confidential and sensitive nature of these vehicles (and the BSO personnel operating them), including, but not limited to, the special equipment inside the vehicles, is maintained by CONTRACTOR, its employees and subcontractors. CONTRACTOR'S employees and subcontractors providing services pursuant to this Agreement will be required to sign the confidentiality agreement, which is attached hereto as Exhibit D. Security by the CONTRACTOR shall include, but not be limited to:
- a. Not discussing these vehicles, (except on site where it pertains to the Services under this Agreement).
 - b. Prohibiting handling and tampering with special machinery, tools and equipment of any kind.
 - c. Insuring that the integrity of vehicle/truck technicians and other staff and subcontractors is maintained at all times.
 - d. Prohibiting the photographing or recording of such vehicles (except to the extent necessary to document the Services rendered to the vehicle in accordance with section 20.2 of this Agreement) and/or their BSO operators
 - e. Prohibiting the photographing, recording or revealing any BSO employee operating undercover, unmarked vehicles.
- 31.3 CONTRACTOR shall incorporate the foregoing provisions of this Section in all of its authorized subcontracts.

SECTION XXXII

PUBLIC ENTITY CRIMES ACT & SCRUTINIZED COMPANIES LIST

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 on a contract with BSO, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with BSO, and may not conduct business with BSO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONTRACTOR shall result in termination of this Agreement and may cause CONTRACTOR debarment.

By signing this agreement and the attached certification marked as Exhibit F, CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per §287.135, Florida Statutes. If BSO determines, using credible information available to the public, that CONTRACTOR has submitted a false certification, BSO shall provide CONTRACTOR with written notice of its determination. CONTRACTOR shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If CONTRACTOR does not make such demonstration within 90 days after receipt of the notice, BSO shall bring a civil action against the CONTRACTOR. If a civil action is brought and the court determines that the CONTRACTOR has submitted a false certification, CONTRACTOR shall pay a civil penalty equal to the greater of \$2 million or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, CONTRACTOR will be ineligible to bid on any contract with an agency or local governmental entity for 3 years after the date BSO determined that CONTRACTOR submitted a false certification, pursuant §287.135(5)(a) Florida Statutes.

SECTION XXXIII **DRUG-FREE WORKPLACE**

CONTRACTOR shall provide a drug-free workplace program in accordance with the Drug Free Workplace Certification attached as Exhibit E and incorporated herein.

SECTION XXXIV **ASSIGNMENT**

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONTRACTOR, under any circumstances, without the prior written consent of BSO.

SECTION XXXV **NOTICE**

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

To BSO:

Colonel Oscar Llerena
Department of Administration
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312

With copy to:

General Counsel Terrence Lynch
Office of the General Counsel
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312

To CONTRACTOR:

[Contractor's Agent/Representative]

[Contract's Name]

[Address 1]

[Address 2]

[City, State Zip-Code]

SECTION XXXVI

AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA

It is the parties expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated.

SECTION XXXVII

MISCELLANEOUS

- 37.1 CONTRACTOR shall comply with all the statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided herein.
- 37.2 In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.
- 37.3 The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- 37.4 Venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND BSO HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.
- 37.5 In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.
- 37.6 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein", "hereof", "hereunder", and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Articles as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.
- 37.7 The parties agree for purposes of this Agreement, the Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are acceptable and shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or digital signing process shall be deemed to be their original signatures for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

[SIGNATURE PAGE TO FOLLOW.]

AGREEMENT BY AND BETWEEN GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA AND [Contractor's Name] FOR EMERGENCY EQUIPMENT FOR VEHICLES FOR BROWARD SHERIFF'S OFFICE.

CONTRACTOR: [Contractor's Name]

Authorized Representative's Signature

Date: _____

Print Name/Title

FEIN: _____

BROWARD SHERIFF'S OFFICE

GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA

By: _____
Colonel Oscar Llerena, Executive Director
Department of Administration

Date: _____

Approved as to form and legal
sufficiency subject to execution
by the parties:

By _____
Terrence Lynch, Executive Director
General Counsel
Office of the General Counsel

EXHIBIT A
BSO RLI #23004AP

EXHIBIT B
CONTRACTOR'S PROPOSAL TO BSO RLI #23004AP

EXHIBIT C
LIST OF SUBCONTRACTORS

If left blank, then none.

EXHIBIT D
CONFIDENTIALITY

WHEREAS, GREGORY TONY, Sheriff of Broward County ("SHERIFF") has entered into an Agreement with CONTRACTOR'S NAME, ("CONTRACTOR") wherein Contractor will be performing certain work and services for SHERIFF.

WHEREAS, CONTRACTOR has assigned _____
('Employee/Agent') to perform such work on behalf of CONTRACTOR; and

WHEREAS, when performing such work and providing such services Employee/Agent may have access to SHERIFF data, information, memorandum, documents and ideas.

WHEREAS, when performing such work and providing such services Employee/Agent may come in contact with information or documents of a confidential nature, including but not limited to, information related to undercover vehicles.

NOW THEREFORE, in consideration of SHERIFF's allowing Employee/Agent to perform services and for other good and valuable consideration, Employee/Agent agrees as follows:

I. Acknowledgment of Confidentiality. Employee/Agent hereby acknowledges that Employee/Agent may be exposed to confidential and proprietary information of the SHERIFF including, without limitation, criminal intelligence information, criminal investigative information, undercover vehicles, programs and application software, embedded software and their documentation and technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential ("Confidential Information").

II. Covenant Not to Disclose. With respect to the Confidential Information, Employee/Agent hereby agrees that during the term of rendering services or performing work and at all times thereafter Employee/Agent shall not disseminate, use, commercialize or disclose such Confidential Information to any person or entity, except to such other parties as SHERIFF may approve in writing and under such conditions as SHERIFF may impose. Employee/Agent shall not take pictures or videos or sound recordings of any of SHERIFF'S vehicles or SHERIFF'S equipment unless authorized specifically authorized under section 20.2 of the parties' Agreement or unless otherwise specifically authorized by SHERIFF in writing.

IN WITNESS WHEREOF, Employee/Agent has made and executed this Agreement on the date indicated below. This Agreement is being signed in multiple copies, each fully executed copy to be considered an original.

Employee/Agent Signature

Date

Print Name

EXHIBIT E
DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The vendor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4)(ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employer;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Taking appropriate personnel action against such employee, up to and including termination; and/or
 - (ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Vendor Signature) (Company Name)

(Print Name) (Address)

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, ____ by _____ as _____ (title) of _____

_____ known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____

EXHIBIT F
SCRUTINIZED COMPANY CERTIFICATE

I, _____, representing _____
(name of corporation/partnership/agency) am over 18 years of age, have personal knowledge of the facts stated below and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the forgoing person or business entity to a contract.

I hereby acknowledge that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract or executing a new contract, the company:

- is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria, and the bid, proposal or contract is for goods or services of one million dollars or more.

I hereby represent and certify that the forgoing named person or business entity is not on the Scrutinized Companies that Boycott Israel List or participating in a boycott of Israel; and, for bids, proposals or contracts for goods or services on one million dollars or more, that Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

By: _____ 20____

Signature

Date

Printed Name and Title

Federal Employer Identification Number ____ - _____

Printed Name of Firm

Address of Firm

Question and Answers for Solicitation #23004AP - Emergency Equipment for Vehicles for Broward Sheriff's Office

Overall Solicitation Questions

There are no questions associated with this Solicitation.