



## VILLAGE OF NORTH PALM BEACH SPECIAL SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS  
501 U.S. HIGHWAY 1

MONDAY, NOVEMBER 14, 2022  
7:00 PM

Deborah Searcy  
Mayor

David B. Norris  
Vice Mayor

Susan Bickel  
President Pro Tem

Darryl C. Aubrey  
Councilmember

Mark Mullinix  
Councilmember

Chuck Huff  
Interim Village Manager

Leonard G. Rubin  
Village Attorney

Jessica Green  
Village Clerk

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### **INSTRUCTIONS FOR "WATCH LIVE" MEETING**

To watch the meeting live please go to our website page (link provided below) and click the "Watch Live" link provided on the webpage:

<https://www.village-npb.org/CivicAlerts.aspx?AID=496>

### **ROLL CALL**

### **INVOCATION - MAYOR**

### **PLEDGE OF ALLEGIANCE - VICE MAYOR**

### **AWARDS AND RECOGNITION**

### **APPROVAL OF MINUTES**

### **COUNCIL BUSINESS MATTERS**

### **STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS**

Members of the public may address the Council concerning items on the Consent Agenda or any non agenda item under Statements from the Public. **Time Limit: 3 minutes**

Members of the public who wish to speak on any item listed on the Regular Session or Workshop Session Agenda will be called on when the issue comes up for discussion. **Time Limit: 3 minutes**

Anyone wishing to speak should complete a Public Comment Card (on the table at back of Council Chambers) and submit it to the Village Clerk prior to the beginning of the meeting.

### **DECLARATION OF EX PARTE COMMUNICATIONS**

### **PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS**

## CONSENT AGENDA

*The Consent Agenda is for the purpose of expediting issues of a routine or pro-forma nature. Councilmembers may remove any item from the Consent Agenda, which would automatically convey that item to the Regular Agenda for separate discussion and vote.*

- 1. RESOLUTION** – Approving a Blanket Purchase Order with Flying Scot, Inc. for sidewalk removal and replacement in an amount not to exceed \$50,000.
- 2. RESOLUTION** – Approving a Blanket Purchase Order with Commercial Energy Specialists, Inc. in an amount not to exceed \$25,000 for the purchase of pool chemicals and supplies utilized at the Country Club.
- 3. RESOLUTION** – Approving an Interlocal Agreement with Treasure Coast Regional Planning Council for Continuing Planning and Urban Design Services at a total amount of compensation not to exceed \$50,000; and authorizing execution of the Agreement.

## OTHER VILLAGE BUSINESS MATTERS

- 4. RESOLUTION – CODE ENFORCEMENT SPECIAL MAGISTRATE** Consider a motion to adopt a resolution appointing B. Douglas MacGibbon as the Village's Code Enforcement Special Magistrate.
- 5. RESOLUTION – MINOR PUD AMENDMENT** Consider a motion to adopt a resolution approving a minor amendment to the Prosperity Village Residential Planned Unit Development to modify the Tree Disposition Plan.
- 6. RESOLUTION – POLICE VEHICLES PURCHASE** Consider a motion to adopt a resolution approving the purchase of three 2023 Chevrolet Tahoe Sport Utility Police Vehicles from Duval Chevrolet and one 2022 Ford Expedition Sport Utility Police vehicle from Duval Ford for the Village Police Department at a total cost not to exceed \$253,552; and authorizing the Interim Village Manager to take all actions necessary to effectuate the purchase.

## COUNCIL AND ADMINISTRATION MATTERS

### MAYOR AND COUNCIL MATTERS/REPORTS

### VILLAGE MANAGER MATTERS/REPORTS

## REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

## ADJOURNMENT

If a person decides to appeal any decision by the Village Council with respect to any matter considered at the Village Council meeting, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act, any person who may require special accommodation to participate in this meeting should contact the Village Clerk's office at 841-3355 at least 72 hours prior to the meeting date.

This agenda represents the tentative agenda for the scheduled meeting of the Village Council. Due to the nature of governmental duties and responsibilities, the Village Council reserves the right to make additions to, or deletions from, the items contained in this agenda.

**VILLAGE OF NORTH PALM BEACH  
PUBLIC WORKS DEPARTMENT**

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Marc Holloway, Field Operations Manager

DATE: November 14, 2022

SUBJECT: **RESOLUTION – Approval of a FY 2023 blanket purchase order to Flying Scot, Inc. for sidewalk removal and replacement in an amount not to exceed \$50,000.**

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Village Staff is continuing its efforts to repair and improve the public sidewalks throughout the Village to improve safety, ensure ADA Compliance and enhance the community utilizing Infrastructure Surtax dollars. Sidewalk removal and replacement locations are identified as inspections are conducted.

In accordance with the Village's purchasing policy, Village Council approval is required for a purchase order when the aggregate fiscal year spending to a single vendor exceeds \$25,000:

*"Blanket purchase orders in excess of \$25,000 shall be approved by the Village Council, provided, however, that blanket purchase orders in excess of \$25,000 and up to \$50,000 shall be placed on the Consent Agenda"*

Village Staff is recommending utilizing the recent City of Palm Beach Gardens contract number ITB2020-124PS that was executed on November 25, 2020. This contract received thirteen (13) bidders on miscellaneous Public Works projects, and Flying Scot, Inc. was determined to be the lowest qualified bidder for sidewalk repair. The Village's purchasing policies and procedures authorize concurrent competitive purchasing on other state and local government contracts.

The attached Resolution has been prepared and/or reviewed by the Village Attorney for legal sufficiency.

**Account Information:**

Fund	Department / Division	Account Number	Account Description	Amount
Infrastructure Surtax	Public Works/ Streets & Grounds	17321-66210	Construction & Major Renovation	\$50,000

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution approving the issuance of a FY 2023 blanket purchase order to Flying Scot Inc. at a total cost not to exceed \$50,000, with funds expended from Account No. 17321-66210 (Streets & Grounds - Construction & Major Renovation), utilizing pricing established in an existing City of Palm Beach Gardens Contract in accordance with Village policies and procedures.**

## RESOLUTION 2022-\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A BLANKET PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$50,000 WITH FLYING SCOT INC. FOR SIDEWALK REMOVAL AND REPLACEMENT UTILIZING PRICING ESTABLISHED IN AN EXISTING CITY OF PALM BEACH GARDENS CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's Purchasing Policies and Procedures authorize the use of blanket purchase orders for materials purchased over a certain period of time not to exceed a single fiscal year; and

WHEREAS, Village Staff is recommending approval of the issuance of a blanket purchase order for sidewalk removal and replacement to Flying Scot Inc. utilizing pricing established in an existing City of Palm Beach Gardens Agreement for Miscellaneous Public Works Projects (ITB2020-124PS); and

WHEREAS, because the blanket purchase orders issued to this single vendor will exceed \$25,000 for current fiscal year, Village Council approval is required; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves the issuance of a Fiscal Year 2023 blanket purchase order to Flying Scot Inc. in an amount not to exceed \$50,000.00, with funds expended from Account No. I7321-66210 (Streets & Grounds - Construction & Major Renovation), for sidewalk removal and replacement utilizing pricing established in an existing City of Palm Beach Gardens Agreement for Miscellaneous Public Works Projects (ITB2020-124PS).

Section 3. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

**VILLAGE OF NORTH PALM BEACH  
COUNTRY CLUB**

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Beth Davis, General Manager

DATE: November 14, 2022

SUBJECT: **RESOLUTION** – Blanket Purchase Order for purchase of pool chemicals and supplies from CES (Commercial Energy Specialists, Inc.)

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The Country Club is requesting a blanket purchase order not to exceed \$25,000 to be renewed to Commercial Energy Specialist, Inc. ("CES) of Jupiter for chemical supplies for the pool facility.

With the Pulsar chlorinator and backwash equipment upgrade, purchased and installed by CES in Fiscal Year 2019, Village Staff believes that continuing to purchase chemicals from CES is in the best interests of the Village and that the Village is obtaining the chemicals at a fair price. Staff is requesting that this purchase be treated as a sole source purchase and that the Council waive any conflicting purchasing policies and procedures.

**Account Information:**

Fund	Department	Account Number	Account Description	Amount
Enterprise Fund	Pool	L8051-35260	Chemicals	25,000.00

The attached Resolution has been prepared/reviewed by your Village Attorney for legal sufficiency.

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution approving the issuance of a blanket purchase order to Commercial Energy Specialists Inc. for the purchase of pool chemicals at a total cost not to exceed \$25,000.00, with funds expended from Account No. L8051-35260 (Pool – Chemicals), in accordance with Village policies and procedures.**

## RESOLUTION 2022-\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A BLANKET PURCHASE ORDER WITH COMMERCIAL ENERGY SPECIALISTS INC. IN AN AMOUNT NOT TO EXCEED \$25,000.00 FOR POOL CHEMICALS UTILIZED AT THE COUNTRY CLUB; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's Purchasing Policies and Procedures authorize the use of blanket purchase orders for materials purchased over a certain period of time not to exceed a single fiscal year; and

WHEREAS, Village Staff is recommending approval of a blanket purchase for \$25,000 with Commercial Energy Specialists Inc. for the purchase of pool chemicals for use at the North Palm Beach Country Club pool; and

WHEREAS, the Village Council determines that the adoption of this Resolution, including the waiver of any conflicting purchasing policies and procedures, is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves the issuance of a blanket purchase order in the amount of \$25,000 with Commercial Energy Specialists Inc. for the purchase of pool chemicals, with funds expended from Account No. L8051-35260 (Pool – Chemicals).

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

**VILLAGE OF NORTH PALM BEACH  
COMMUNITY DEVELOPMENT DEPARTMENT**

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Leonard G. Rubin, Village Attorney  
Alex Ahrenholz, Acting Community Development Director

DATE: November 14, 2022

SUBJECT: **RESOLUTION – Approval of an Interlocal Agreement for Continuing Planning and Urban Design Services with the Treasure Coast Regional Planning Council**

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Village Staff is recommending Council consideration and adoption of the attached Resolution approving an Interlocal Agreement with the Treasure Coast Regional Planning Council (TCRPC) for Continuing Planning and Urban Design Services.

TCRPC has assisted the Village with planning and design services on numerous occasions, most notably with the Citizen's Master Plan process in 2016 and more recently in connection with the U.S. Highway One Lane Repurposing Feasibility Analysis. Due to continued vacancies within the Community Development Department, Village Staff is recommending the execution of a Continuing Services Agreement with TCRPC to assist Staff with the following services: urban design, land development regulations, architectural design review, technical assistance, geographic information systems (GIS), stakeholder education, presentations, renderings and meetings in support of the Village's ongoing planning activities. TCRPC's first task will be to assist in finalizing the proposed revisions to the Village's C-3 zoning regulations governing the former Twin City Mall site.

TCRPC is recognized as a governmental entity created by an interlocal agreement among Palm Beach, Martin, St. Lucie and Indian River Counties. According to state statute, the purpose of all regional planning councils, including TCRPC, is to provide planning and technical assistance related to growth management and economic development for the governments within its jurisdiction. TCRPC is a non-profit agency and provides its services at cost. Because TCRPC is a governmental entity, the Village may contract with TCRPC through the execution of an Interlocal Agreement without the need to seek competitive proposals. Additionally, TCRPC has active partnerships with many other public agencies, including the Palm Beach County Transportation Planning Agency ("TPA") and the Florida Department of Transportation, thereby enabling projects led by TCRPC to leverage local government planning dollars to be supplemented with other public agency funding.

TCRPC will perform planning and designing services for the Village on an ongoing basis at a fee of \$200.00 per hour, inclusive of all expenses, including, but not limited to, travel, reproduction, printing and mailing. The total maximum cost to the Village pursuant to this Agreement is \$50,000.00.

While the cost of these services was not budgeted, Staff anticipates that the monies paid to TCRPC for planning and urban design services will be offset by salary and benefit savings from vacant positions within the Department.

**Net Decrease in General Fund as follows:**

<b>Fund</b>	<b>Department</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Amount</b>
General Fund	Community Planning	A5206-33190	Professional Services	\$50,000.00

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution approving an Interlocal Agreement with the Treasure Coast Regional Planning Council for Continuing Planning and Urban Design Services at a total cost not to exceed \$50,000.00, with funds expended from Account No. A5206-33190 (Community Planning – Professional Services) and authorizing the Mayor and Village Clerk to execute the Agreement in accordance with Village policies and procedures.**



## **RESOLUTION 2022-\_\_\_\_\_**

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE TREASURE COAST REGIONAL PLANNING COUNCIL FOR CONTINUING PLANNING AND URBAN DESIGN SERVICES; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, due to vacancies within the Community Development Department, the Village is in need of planning and urban design services on an ongoing basis; and

WHEREAS, the Treasure Coast Regional Planning Council (“TCRPC”) was created by interlocal agreement among Indian River, St. Lucie, Martin and Palm Beach Counties for the purpose of providing planning and technical assistance related to growth management for governments within its jurisdiction; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies to enter into interlocal agreements for the performance of public functions, and interlocal agreement are exempt from purchasing policy restrictions; and

WHEREAS, Village Staff recommended executing an Interlocal Agreement for Continuing Planning and Urban Design Services with TCRPC to assist with pending and future projects; and

WHEREAS, the Village Council determines that the execution of an Interlocal Agreement with TCRPC is in the interests of the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified and are incorporated herein.

Section 2. The Village Council hereby approves an Interlocal Agreement for Continuing Planning and Urban Design Services with the Treasure Coast Regional Planning Council, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Interlocal Agreement on behalf of the Village. The total amount of compensation paid to TCRPC shall not exceed \$50,000.00, with funds expended from Account No. A5206-33190 (Community Planning – Professional Services).

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

**INTERLOCAL AGREEMENT  
BETWEEN THE VILLAGE OF NORTH PALM BEACH  
AND THE TREASURE COAST REGIONAL PLANNING COUNCIL  
FOR CONTINUING PLANNING AND DESIGN SERVICES**

This Interlocal Agreement (herein referred to as “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the Village of North Palm Beach (herein referred to as “the Village”) and the Treasure Coast Regional Planning Council (herein referred to as “TCRPC”), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes. The Village and TCRPC may sometimes be referred to herein as “Party” or collectively referred to herein as the “Parties.”

**W I T N E S S E T H:**

**WHEREAS**, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities and public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the need and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the TCRPC is permitted to provide services to the Village as the TCRPC is established by the State of Florida and considered a public agency in accordance with state law; and

**WHEREAS**, the North Palm Beach Village Council has determined that Planning and Design Services in support of the Village’s Community Development Department on a continuing services basis to be in the best interests of the residents and businesses of North Palm Beach; and

**WHEREAS**, the Village of North Palm Beach Village Council and the TCRPC desire to enter into this Agreement to accomplish the activities identified above.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations herein, the Parties agree as follows:

**SECTION 1. PURPOSE**

- A. The purpose of this Agreement is to memorialize the terms under which the TCRPC will assist the Village with continuing Planning and Design Services.
- B. The Village and the TCRPC agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

**SECTION 2. EFFECTIVE DATE**

This Agreement shall become effective upon its approval by the North Palm Beach Village Council and the Executive Director of the Treasure Coast Regional Planning Council, the due execution thereof by the proper officer of the Village and the Treasure Coast Regional Planning Council, and the filing of a certified copy hereof with the Clerk of the Circuit Court of Palm Beach County, Florida.

**SECTION 3. GENERAL TERMS AND CONDITIONS**

- A. This Agreement shall begin upon execution by both Parties and shall continue until terminated in accord with Section 5 below.
- B. The TCRPC shall fully perform the obligations identified in the Scope of Services contained in Attachment “A” of this Agreement to the satisfaction of the Village in accord with a mutually agreed upon schedule.
- C. The Village and the TCRPC agree to be governed by applicable State and Federal laws, rules, and regulations.
- D. Modifications of this Agreement may be requested by either Party. Changes must be mutually agreed upon and are only valid when reduced to writing, duly signed by each Party, and attached to the original Agreement.
- E. The Village agrees to:

1. Provide requests for services as necessary;
2. Provide written Task Assignments for discrete scopes of work when needed; and
3. Process all requests for reimbursement in a timely manner.

**SECTION 4. RECORD KEEPING**

- A. The TCRPC shall retain all records related to this Agreement for a time period consistent with the State of Florida Public Records Retention Schedule, as may be amended from time to time.
- B. The TCRPC shall allow access to its records during normal business hours and upon reasonable advance requests of the Village, its employees and agents.

**SECTION 5. TERMINATION**

This Agreement may be terminated for convenience by either Party on thirty (30) days written notice, or for cause if either Party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) days of written notice and diligently complete the correction thereafter. The Village shall be obligated to pay the TCRPC for only its work completed up to the date of termination pursuant to this paragraph.

**SECTION 6. REMEDIES**

No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 7. INDEMNIFICATION**

Each Party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other Party, and the other Party's respective officers, employees, servants or agents from each Party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of action, legal or administrative proceedings, judgments, interest, attorney's fees, costs and expenses

arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the Parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes, including limits on attorney's fees.

**SECTION 8. SEVERABILITY**

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Agreement.

**SECTION 9. ENTIRETY OF AGREEMENT**

This Agreement represents the entire understanding between the Parties. This Agreement may be modified and amended only by written instrument executed by the Parties hereto in accordance with Section 3.

**SECTION 10. NOTICE AND CONTACT**

All notices provided under or pursuant to this Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

**For the Village:**

Chuck Huff, Interim Village Manager  
Village of North Palm Beach  
501 U.S. Highway 1  
North Palm Beach, FL 33408

**For the TCRPC:**

Thomas J. Lanahan, Executive Director  
Treasure Coast Regional Planning Council  
421 SW Camden Avenue  
Stuart, FL 34994

**SECTION 11. FUNDING/CONSIDERATION**

A. This is an hourly fee Agreement for work in accord with the Scope of Services as identified in Attachment "A". As consideration for performance of work rendered under this

Agreement, the Village agrees to pay the TCRPC a fee of Two Hundred Dollars and Zero Cents (\$200.00) per hour; which includes travel, out-of-pocket expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and other costs related to the services provided, and excludes advertising, promotional, and meeting venue expenses.

- B. The satisfactory completion of work by the TCRPC, in accordance with general industry standards and best practices and submission of an invoice to the Village, shall be considered the TCRPC's request for payment. The Village shall pay the TCRPC within thirty (30) days of receipt of an invoice.

**SECTION 12. CHOICE OF LAW; VENUE**

This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising to enforce the terms of this Agreement shall be in Palm Beach County, Florida.

**SECTION 13. ATTORNEY'S FEES**

Any costs or expense (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective Parties, however, this clause pertains only to the Parties to this Agreement.

**SECTION 14. DELEGATION OF DUTY**

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of the Village or the TCRPC.

**SECTION 15. FILING**

This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

**SECTION 16. EQUAL OPPORTUNITY PROVISION**

The Village and the TCRPC agree that no person shall, on the grounds of race, color, ancestry, creed, religion, sex, national origin, political affiliation, disability, age, marital status, family status, pregnancy, sexual orientation, or gender identity be excluded from the benefits of, or be subject to any form of discrimination, under any activity carried out in the performance of the Agreement.

## **SECTION 17. PUBLIC RECORDS**

In performing services pursuant to this Agreement, the TCRPC shall comply with all applicable provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, the TCRPC shall:

- A. Keep and maintain public records required by the Village to perform this service.
- B. Upon request from the Village's custodian of public records, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 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 Agreement term and following completion of the Agreement if the TCRPC does not transfer the records to the Village.
- D. Upon completion of the Agreement, transfer, at no cost, to the Village all public records in possession of the TCRPC or keep and maintain public records required by the Village to perform the services. If the TCRPC transfers all public records to the Village upon completion of the Agreement, the TCRPC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the TCRPC keeps and maintains public records upon completion of the Agreement, the TCRPC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

**IF THE TCRPC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TCRPC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT VILLAGE CLERK JESSICA GREEN, RECORDS CUSTODIAN FOR THE VILLAGE, AT: (561)**



**841-3355; NPBCLERK@VILLAGE-NPB.ORG; 501 U.S. HIGHWAY 1,  
NORTH PALM BEACH, FL 33408.**

**SECTION 18. E-VERIFY; EMPLOYMENT ELIGIBILITY**

The Village and the TCRPC represent that each is in compliance with Section 448.095, Florida Statutes, as may be amended. Each Party is registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired works. Either Party shall terminate this Agreement if it has a good faith belief that the other Party has knowingly violation Section 448.09(1), Florida Statutes, as may be amended.

**SECTION 19. INSPECTOR GENERAL**

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Bach County Office of the Inspector General, Section 2-421-2-440 of the Palm Beach County Code, as amended. The failure to fully cooperate with the Inspector General when requested may be deemed a material breach of this Agreement justifying termination.

[Remainder of page intentionally blank]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date set forth above.

**Village of North Palm Beach**

**ATTEST:**

By: \_\_\_\_\_  
Jessica Green  
Village Clerk

By: \_\_\_\_\_  
Honorable Deborah Searcy  
Mayor

**Approved as to form:**

By: \_\_\_\_\_  
Leonard G. Rubin  
Village Attorney

**Treasure Coast Regional Planning Council**

**ATTEST:**

By: \_\_\_\_\_  
Phyllis Castro  
Accounting Manager

By: \_\_\_\_\_  
Thomas J. Lanahan  
Executive Director

**Approved as to form:**

By: \_\_\_\_\_  
Keith W. Davis  
General Counsel

# **ATTACHMENT A**

## **SCOPE OF SERVICES**

### **VILLAGE OF NORTH PALM BEACH CONTINUING PLANNING AND DESIGN SERVICES OCTOBER 2022**

#### **SCOPE OF SERVICES**

The Village of North Palm Beach seeks to engage the Treasure Coast Regional Planning Council (TCRPC) to assist the Village's Community Development Department with Planning and Design Services.

The services shall include, but not be limited to, urban design, land development regulations, architectural design review, technical assistance, professional training, geographic information systems (GIS), stakeholder education, presentations, renderings, and meetings in support of the Community Development Department.

TCRPC will provide incidental Planning and Design Services as described above on an hourly rate basis as requested by the Village Manager or Director of the Community Development Department.

In addition, TCRPC may be periodically requested to provide discrete scopes of work through written Task Assignments from the Director of the Community Development Department or Village Manager. Those Task Assignments shall be distinct piece of work, stand-alone projects and shall be described in detail and accompanied by appropriate backup materials to outline the scope of work required. An estimate of the number of hours required for completion of the assigned task and a due date for deliverables shall also be provided to TCRPC with the Task Assignment. TCRPC will review the Task Assignment, indicate acceptance with the signature of the Executive Director of the TCRPC, and return it to the Village recognizing the assigned duties, associated fee, and timeframe for completion.

#### **FEES AND REIMBURSABLE EXPENSES:**

Professional services described in this Scope of Services will be performed for an hourly rate of **\$200.00 (Two Hundred and Zero Cents) per hour, up to a maximum of \$50,000.00**. The total fee includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and other costs related to the services provided, and excludes advertising, promotional, and meeting venue expenses.

#### **ANTICIPATED SCHEDULE:**

Services are expected to begin after execution of the Interlocal Agreement and continue from time to time until terminated in accord with the Agreement or until no longer required by the Village.

**VILLAGE OF NORTH PALM BEACH  
VILLAGE ATTORNEY'S OFFICE**

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: November 14, 2022

SUBJECT: **RESOLUTION** – Appointing B. Douglas MacGibbon as Code Enforcement Special Magistrate

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In 2010, the Village Council adopted Ordinance No. 2010-09, providing for the appointment of one or more Code Enforcement Special Magistrates to conduct code enforcement proceedings in accordance with Chapter 162, Florida Statutes, and Article VI, Chapter 2 of the Village Code of Ordinances. Through the adoption of Resolution 2010-56 on September 22, 2010, the Village Council appointed Thomas J. Baird as Special Magistrate and David W. Schmidt as Alternate Special Magistrate. Mr. Schmidt subsequently resigned his position, and through the adoption of Resolution 2011-37 on September 22, 2011, the Village Council appointed B. Douglas MacGibbon to serve as the Alternate Special Magistrate.

Both Mr. Baird and Mr. MacGibbon have presided over code enforcement and unsafe building abatement hearings for the past twelve years. The Village recently received a request from Mr. Baird for an increase in his hourly rate to \$300.00 per hour. Because the Village has been extremely satisfied with the services provided by both Mr. Baird and Mr. MacGibbon, Village Staff is recommending that the Council appoint Mr. MacGibbon to serve as the Special Magistrate. Mr. MacGibbon's hourly rate is currently \$175.00 per hour. While Staff did approach Mr. Baird about serving as Alternate Special Magistrate, Mr. Baird declined due to a recurrent conflict with a meeting in the Town of Lake Park, where he serves as Town Attorney. At this time, Staff does not believe it is necessary to appoint an Alternate Special Magistrate and will work around any scheduling conflicts that may arise in the future.

There is no fiscal impact.

The attached Resolution has been prepared and reviewed for legal sufficiency by this office.

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution appointing B. Douglas MacGibbon as Code Enforcement Special Magistrate in accordance with Village policies and procedures.**

## RESOLUTION 2022-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPOINTING B. DOUGLAS MACGIBBON AS THE VILLAGE'S CODE ENFORCEMENT SPECIAL MAGISTRATE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution 2010-56, the Village Council appointed Thomas J. Baird as Code Enforcement Special Magistrate and David W. Schmidt as Alternate Code Enforcement Special Magistrate; and

WHEREAS, due to Mr. Schmidt's resignation, through the adoption of Resolution 2011-37, the Village Council appointed B. Douglas MacGibbon as Alternate Special Magistrate; and

WHEREAS, the Village Council wishes to appoint B. Douglas MacGibbon as the Village's Code Enforcement Special Magistrate and determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are hereby ratified and incorporated herein.

Section 2. The Village Council hereby appoints B. Douglas MacGibbon to serve as the Village's Code Enforcement Special Magistrate, with the Alternate Special Magistrate position remaining vacant at this time.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

**VILLAGE OF NORTH PALM BEACH  
COMMUNITY DEVELOPMENT DEPARTMENT**

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TO: Honorable Mayor and Council

THRU: Charles Huff, Interim Village Manager

FROM: Alex Ahrenholz, Acting Director of Community Development

DATE: November 14, 2022

SUBJECT: **RESOLUTION** – Approving a minor amendment to the Prosperity Village PUD

---

Through the adoption of Ordinance No. 2021-12 on November 18, 2021, the Village Council approved the Prosperity Village Residential Planned Unit Development (PUD). Prosperity Village Development, LLC, the property owner, filed an application to amend the Tree Disposition Plan referenced in the PUD Ordinance.

**Analysis:**

Section 3.A of the PUD Ordinance requires the PUD to be developed in accordance with the approved plans referenced therein, including the Tree Disposition Plan. The original Tree Disposition Plan called for the relocation of three (3) live oak trees (numbered 9, 16 and 22) to be placed within the median of the entrance driveway.

The root pruning was completed by a reputable landscape installer and arborist with consistent watering. The trees are still alive after the pruning; however, two of the trees are not healthy enough to survive relocation. The property owner has provided a letter from an arborist to comply with Section 6.O of the PUD Ordinance, which provides as follows:

*The Applicant shall relocate and preserve existing native trees shown on the approved tree disposition plan. If the oak trees do not survive relocation or preservation, they shall be replaced with ranch grown oaks that are the largest caliper that is reasonably available from local nurseries.*

In accordance with the foregoing, the property owner is required to replace the two oaks with ranch grown oaks that are the largest caliper that is reasonably available from local nurseries. The remaining tree (Number 9) is proposed to be relocated to the western property line between lots 4 and 5 where there is more space. This change in location is due to the large root base of the tree and the smaller size of the landscape island. The arborist has agreed there is a higher likelihood of survival if moved to the proposed location. Consequently, the site will have an overall increase of one (1) live oak.

*There is no fiscal impact*

**Recommendation:**

Staff recommends approval of the attached Resolution approving a minor amendment to the Prosperity Village Planned Unit Development to modify the Tree Disposition Plan.

**Attachments:**

1. Supporting Materials

## RESOLUTION 2022-\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A MINOR AMENDMENT TO THE PROSPERITY VILLAGE RESIDENTIAL PLANNED UNIT DEVELOPMENT TO MODIFY THE TREE DISPOSITION PLAN; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the enactment of Ordinance No. 2021-12 on November 18, 2021 (“PUD Ordinance”), the Village Council approved the Prosperity Village Residential Planned Unit Development (“PUD”); and

WHEREAS, Section 8 of the PUD Ordinance provides that the Village Council may approve minor modifications to the PUD by resolution without the necessity of review by the Planning Commission, advertisement or public hearing; and

WHEREAS, the property owner, Prosperity Village Development, LLC, is requesting a modification to the approved Tree Disposition Plan to relocate one live oak from the entry island to the west side of the property; and

WHEREAS, the Village Council determines that the request meets the definition of a minor amendment to the PUD and that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. As authorized by Section 8 of Ordinance No. 2021-12, the Village Council hereby approves a minor modification to the Prosperity Village Residential Planned Unit Development to adopt a modified Tree Disposition Plan prepared by Cotleur & Hearing last revised on October 27, 2022, a copy of which is attached hereto and incorporated herein by reference.

Section 3. To the extent not expressly modified herein, all other elements of the approved PUD, as previously amended, shall remain in full force and effect.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK



TREE DISPOSITION CHART

TREE NUMBER	TREE	DBH (IN)	REMARKS	ACTION
1	LIVE OAK	21	FAIR QUALITY, CORRECTIVE PRUNING NEEDED	PRESERVE IN PLACE
2	LIVE OAK	10	POOR CONDITION, CANOPY STRUCTURE AND HEALTH	REMOVE
3	LIVE OAK	21	40% ARBORIST RATING, VERY POOR CONDITION	REMOVE
4	LIVE OAK	67	40-45% ARBORIST RATING, VERY POOR CONDITION, HEAVY DECLINE, TRUNK ROT AND BLEEDING THROUGHOUT.	REMOVE
5	LIVE OAK	18	POOR CONDITION, TRUNK HAS SPIRAL FRACTURE, ONE SIDED CANOPY NOT APPARENT IN TRUNK	REMOVE
6	LIVE OAK	23	HEAVY CANOPY DECAY IN CANOPY AND TRUNK. WOULD NOT SURVIVE RELOCATION	REMOVE
7	LIVE OAK	12	POOR CONDITION, CANOPY STRUCTURE AND HEALTH	REMOVE
8	LIVE OAK	15	POOR CONDITION, CANOPY STRUCTURE AND HEALTH	REMOVE
9	LIVE OAK	11	RELOCATED TO BUFFER BETWEEN LOT 4 AND 5	RELOCATED
10	LIVE OAK	14	POOR CONDITION, STRUCTURE AND HEALTH	REMOVE
11	LIVE OAK	15	POOR CONDITION, STRUCTURE AND HEALTH	REMOVE
12	LIVE OAK	16	POOR CONDITION, STRUCTURE AND HEALTH	REMOVE
13	LIVE OAK	17	POOR CONDITION, TOO CLOSE TO #14	REMOVE
14	LIVE OAK	19	POOR CONDITION, TOO CLOSE TO #13	REMOVE
15	LIVE OAK	32	POOR CONDITION, TRUNK ISSUES	REMOVE
16	LIVE OAK	30	REPLACE WITH RANCH GROWN OAK	REMOVE
17	LIVE OAK	28	45% ARBORIST RATING, VERY POOR CONDITION	REMOVE
18	LIVE OAK	21	FAIR TO POOR CONDITION, NOT VIABLE FOR RELOCATION	PRESERVE IN PLACE IF POSSIBLE
19	LIVE OAK	20	HEAVILY ONE SIDED CANOPY, NOT POSSIBLE TO RELOCATE	REMOVE
20	LIVE OAK	15	HEAVILY ONE SIDED CANOPY, NOT POSSIBLE TO RELOCATE	REMOVE
21	LIVE OAK	18	FAIR TO GOOD CONDITION	PRESERVE IN PLACE
22	LIVE OAK	22	REPLACE WITH RANCH GROWN OAK	REMOVE
23	LIVE OAK	26	PRESERVE IN PLACE, RELOCATION OR REMOVAL WOULD CAUSE SIGNIFICANT OFF SITE DISTURBANCE	PRESERVE IN PLACE
24	LIVE OAK	14	PRESERVE IN PLACE, RELOCATION OR REMOVAL WOULD CAUSE SIGNIFICANT OFF SITE DISTURBANCE	PRESERVE IN PLACE
25	LIVE OAK	42	PRESERVE IN PLACE, RELOCATION OR REMOVAL WOULD CAUSE SIGNIFICANT OFF SITE DISTURBANCE	PRESERVE IN PLACE
26	LIVE OAK	6	PRESERVE IN PLACE, RELOCATION OR REMOVAL WOULD CAUSE SIGNIFICANT OFF SITE DISTURBANCE	PRESERVE IN PLACE
27	LIVE OAK	12	PRESERVE IN PLACE, RELOCATION OR REMOVAL WOULD CAUSE SIGNIFICANT OFF SITE DISTURBANCE	PRESERVE IN PLACE
28	LIVE OAK	29	POOR CONDITION, HEAVILY ONE SIDED CANOPY, NOT VIABLE FOR RELOCATION	REMOVE
29	LIVE OAK	42	POOR CONDITION, HEAVILY ONE SIDED CANOPY, NOT VIABLE FOR RELOCATION	REMOVE
30	LIVE OAK	10	VERY POOR QUALITY, CLUSTERED	REMOVE
31	LIVE OAK	12	VERY POOR QUALITY, CLUSTERED	REMOVE
32	LIVE OAK	5	VERY POOR QUALITY, CLUSTERED	REMOVE
33	LIVE OAK	4	VERY POOR QUALITY, CLUSTERED	REMOVE
34	LIVE OAK	21	VERY POOR QUALITY, CLUSTERED	REMOVE
35	LIVE OAK	10	VERY POOR QUALITY, CLUSTERED	REMOVE
36	LIVE OAK	16	POOR QUALITY, HEAVILY ONE SIDED CANOPY	REMOVE
	LIVE OAK		3 RELOCATED OAKS, 8 PRESERVED IN PLACE, 25 REMOVALS	

PALM NUMBER	PALM	DBH (IN)	REMARKS	ACTION
37	CABBAGE PALM	15	EVIDENCE OF TRUNK ROTTING, FAIR TO POOR CONDITION	REMOVE
38	CABBAGE PALM	12	FAIR TO POOR CONDITION	REMOVE
39	CABBAGE PALM	13	EVIDENCE OF TRUNK ROTTING, FAIR TO POOR CONDITION	REMOVE
40	CABBAGE PALM	11	FAIR TO POOR CONDITION	REMOVE
41	CABBAGE PALM	12	EVIDENCE OF TRUNK ROTTING, FAIR TO POOR CONDITION	REMOVE
42	CABBAGE PALM	14	FAIR TO POOR CONDITION	REMOVE
43	CABBAGE PALM	13	EVIDENCE OF TRUNK ROTTING, FAIR TO POOR CONDITION	REMOVE
44	CABBAGE PALM	12	FAIR TO POOR CONDITION	REMOVE
45	CABBAGE PALM	9	THIN TRUNK, FAIR TO POOR CONDITION	REMOVE
46	CABBAGE PALM	11	EVIDENCE OF TRUNK ROTTING, FAIR TO POOR CONDITION	REMOVE
47	CABBAGE PALM	8	THIN TRUNK, FAIR TO POOR CONDITION	REMOVE
48	CABBAGE PALM	11	FAIR TO POOR CONDITION	REMOVE
49	CABBAGE PALM	11	EVIDENCE OF TRUNK ROTTING, FAIR TO POOR CONDITION	REMOVE
50	CABBAGE PALM	11	FAIR TO POOR CONDITION	REMOVE
51	CABBAGE PALM	11	EVIDENCE OF TRUNK ROTTING, FAIR TO POOR CONDITION	REMOVE
52	CABBAGE PALM	11	EVIDENCE OF TRUNK ROTTING/ DAMAGE, FAIR TO POOR CONDITION	REMOVE
53	CABBAGE PALM	10	FAIR TO POOR CONDITION	REMOVE
54	CABBAGE PALM	10	EVIDENCE OF TRUNK ROTTING/ DAMAGE, FAIR TO POOR CONDITION	REMOVE
55	CABBAGE PALM	9	THIN TRUNK, FAIR TO POOR CONDITION	REMOVE
56	CABBAGE PALM	10	FAIR TO POOR CONDITION	REMOVE
57	CABBAGE PALM	11	FAIR TO POOR CONDITION	REMOVE
58	CABBAGE PALM	11	FAIR TO POOR CONDITION	REMOVE
59	CABBAGE PALM	12	FAIR TO POOR CONDITION	REMOVE
60	CABBAGE PALM	13	FAIR TO POOR CONDITION	REMOVE
61	CABBAGE PALM	9	EVIDENCE OF TRUNK ROTTING, FAIR TO POOR CONDITION	REMOVE
62	CABBAGE PALM	13	FAIR TO POOR CONDITION	REMOVE
63	CABBAGE PALM	10	EVIDENCE OF TRUNK ROTTING, FAIR TO POOR CONDITION	REMOVE
64	CABBAGE PALM	13	FAIR TO POOR CONDITION	REMOVE
65	CABBAGE PALM	14	EVIDENCE OF TRUNK ROTTING, FAIR TO POOR CONDITION	REMOVE
66	CABBAGE PALM	12	EVIDENCE OF TRUNK ROTTING/ DAMAGE, FAIR TO POOR CONDITION	REMOVE
67	CABBAGE PALM	10	EVIDENCE OF TRUNK ROTTING, FAIR TO POOR CONDITION	REMOVE
68	CABBAGE PALM	10	EVIDENCE OF TRUNK ROTTING, FAIR TO POOR CONDITION	REMOVE
69	CABBAGE PALM	14	EVIDENCE OF TRUNK ROTTING, FAIR TO POOR CONDITION	REMOVE
70	CABBAGE PALM	11	FAIR TO POOR CONDITION	REMOVE
71	CABBAGE PALM	14	FAIR TO POOR CONDITION	REMOVE
72	CABBAGE PALM	11	FAIR TO POOR CONDITION	REMOVE
73	SEAGRAPE	24	FAIR TO POOR CONDITION THIN CANOPY	REMOVE
	CABBAGE PALM		35 REMOVALS, REPLACE WITH BETTER QUALITY SABAL PALMS PER LANDSCAPE PLAN.	

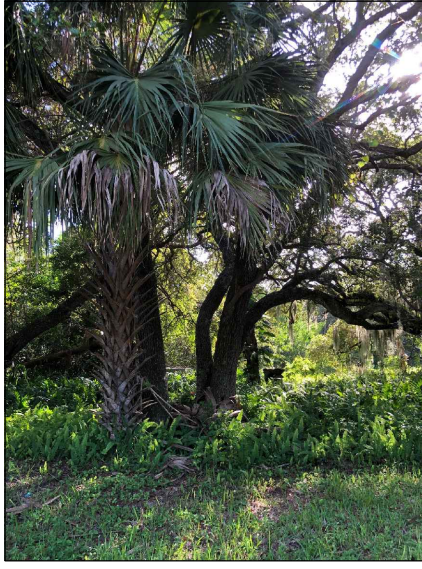
REPRESENTATIVE PHOTOS OF EXISTING TREE CONDITIONS



OAK TREE WITH POOR STRUCTURE / SPIRAL FRACTURE



EXISTING CONDITIONS / SPARSE CANOPY



OAK TREE WITH ONE SIDED CANOPY, POOR STRUCTURE



OAK TREE WITH TRUNK BLEED, THIN CANOPY

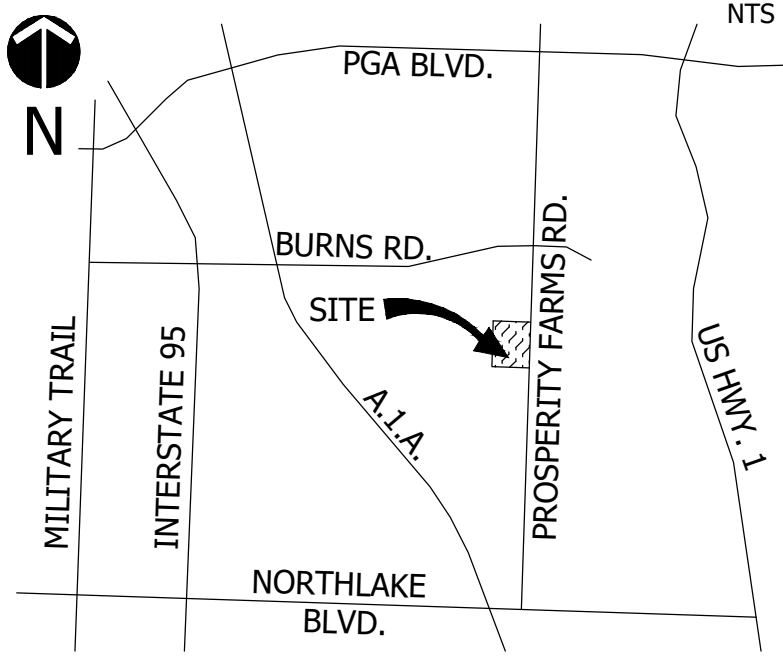


OAK TREE TO BE PRESERVED, NOTE PROXIMITY TO ADJACENT PROPERTY



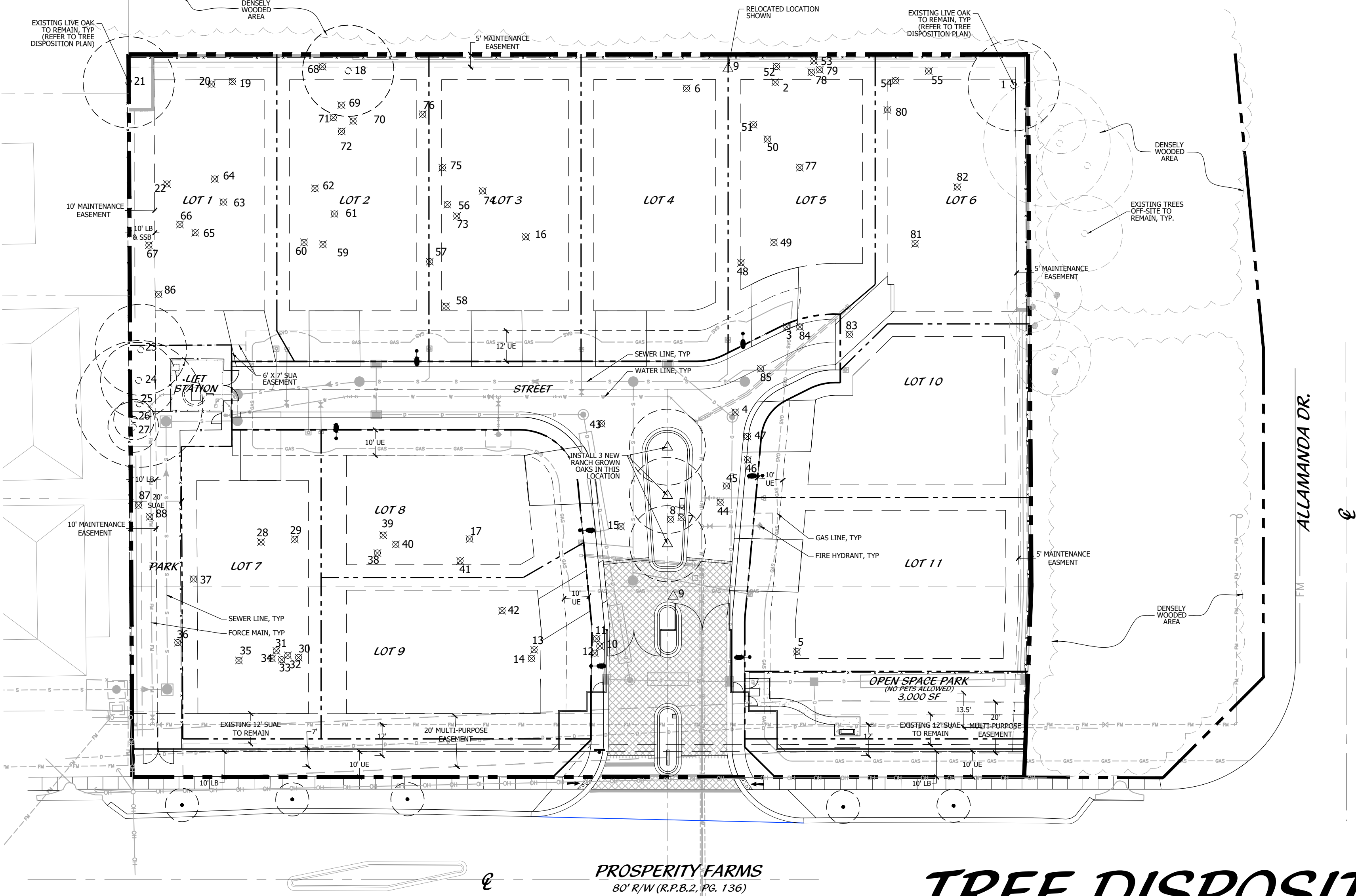
OAK TREE WITH TRUNK DECAY, ONE SIDED CANOPY, POOR STRUCTURE

LOCATION MAP

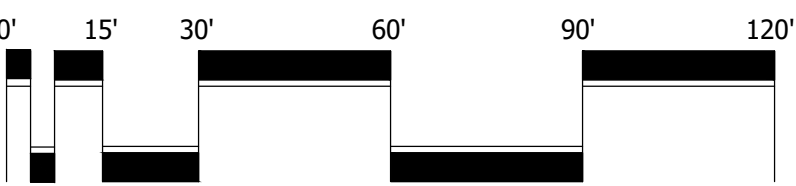


EXISTING TREE LEGEND

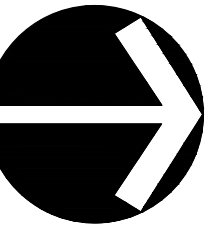
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE RELOCATED ON SITE
- NEW LOCATION OF RELOCATED TREE
- EXISTING TREE TO BE REMOVED
- EXISTING PALM TO REMAIN



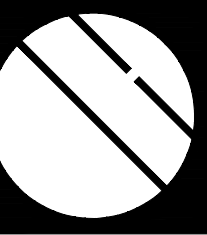
TREE DISPOSITION PLAN



Scale: 1" = 30'-0"



North



Cotleur & Hearing

Landscape Architects  
Land Planners  
Environmental Consultants

1934 Commerce Lane  
Suite 1  
Jupiter, Florida 33458  
561.747.6336 · Fax 747.1377  
www.cotleurhearing.com  
Lic# LC26000535

PROSPERITY VILLAGE

North Palm Beach, Florida

DESIGNED	DEH
DRAWN	JAE
APPROVED	DEH
JOB NUMBER	21-0303
DATE	06-24-21
REVISIONS	07-06-21
12-20-21	07-28-21
01-28-22	08-11-21
02-04-22	08-30-21
03-31-22	09-14-21
10-27-22	10-14-21

October 27, 2022 9:21:27 a.m.  
Drawing: 210303\_LP-10-27.DWG

SHEET 8 OF 8  
© COTLEUR & HEARING, INC.  
These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.



## ORDINANCE NO. 2021-12

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, CREATING A RESIDENTIAL PLANNED UNIT DEVELOPMENT TO BE KNOWN AS "PROSPERITY VILLAGE" ON APPROXIMATELY 2.33 ACRES OF REAL PROPERTY LOCATED ON THE WEST SIDE OF PROSPERITY FARMS ROAD SOUTH OF ALLAMANDA DRIVE, AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR THE DEVELOPMENT OF THE PROPERTY IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, WAIVERS AND CONDITIONS REFERENCED IN THIS ORDINANCE; PROVIDING PROCEDURES FOR FUTURE MODIFICATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Prosperity Village Development, LLC ("Applicant"), property owner, filed an application for the creation of a Residential Planned Unit Development pursuant to Section 45-35.1 of the Village Code of Ordinances for an approximately 2.33-acre parcel of vacant real property located on the west side of Prosperity Farms Road south of Allamanda Drive, as more particularly described in Exhibit "A" attached hereto and incorporated herein ("Property"); and

WHEREAS, the Property is within the R-1 (Single-Family Dwelling) Zoning District and has a future land use classification of Low Density Residential; and

WHEREAS, the Applicant wishes to construct eleven (11) single-family dwellings on the Property; and

WHEREAS, having considered the recommendation of the Planning Commission, the Village Council determines that the Planned Unit Development application is consistent with the Village's Comprehensive Plan and meets each of the applicable requirements set forth in Section 45-35.1 of the Village Code of Ordinances; and

WHEREAS, the Village Council wishes to approve the creation of the Planned Unit Development in accordance with the plans and specifications submitted by the Applicant, subject to the approved modifications or "waivers" to the Village's land development regulations and the conditions of approval imposed by the Village Council.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.

Section 2. The Village Council hereby creates a Residential Planned Unit Development to be known as "Prosperity Village" on approximately 2.33 acres of vacant real property legally described in Exhibit "A" attached hereto and incorporated herein by this reference.

Section 3. The Applicant shall develop the Prosperity Village PUD in accordance with the following plans and specifications on file with the Village's Community Development Department:

- A. Plans prepared by Cotleur & Hearing consisting of eight (8) sheets:
- 1 Cover Page dated April 7, 2021 and last revised on October 14, 2021
  - 2 Site Plan dated April 7, 2021 and last revised on October 14, 2021
  - 3 Queuing Plan dated April 7, 2021 and last revised on October 14, 2021
  - 4 Site Details dated April 7, 2021 and last revised on October 14, 2021
  - 5 Typical Site Layout dated April 7, 2021 and last revised on September 9, 2021
  - 6 Landscape Plan dated April 7, 2021 and last revised on October 14, 2021
  - 7 Landscape Details dated April 7, 2021 and last revised on October 14, 2021
  - 8 Tree Disposition Plan dated April 7, 2021 and last revised on October 14, 2021
- B. Design and Diversity Criteria for Prosperity Village dated October 10, 2021 consisting of nine (9) pages
- C. Preliminary Plat prepared by Lidberg Land Surveying, Inc. dated June 24, 2021 and consisting of two (2) sheets.

Section 4. In approving the Prosperity Village PUD, the Village Council hereby grants the following minor modifications or “waivers” from the requirements of the Village’s land development regulations (as depicted in the approved plans referenced in Section 3 above):

- A. Waiver from Section 45-27(D) of the Village Code to: reduce the required front setback from twenty-five feet (25’) to twenty feet (20’); reduce the required rear setback from twenty feet (20’) to ten feet (10’); reduce the side setback from ten feet (10’) to five feet (5’); and reduce the side street setback from twenty feet (20’) to ten feet (10’).
- B. A waiver from Section 45-27(C) of the Village Code to reduce the minimum lot width from seventy-five feet (75’) to fifty-five feet (55’).
- C. A waiver from Section 45-27(C) of the Village Code to reduce the minimum lot area from seven thousand five hundred (7,500) square feet to five thousand six hundred and eighty-one square feet (5,681) square feet.
- D. A waiver from Section 45-36(D) of the Village Code to increase the height of a fence within the front setback from four feet (4’) to six feet (6’) within the right-of-way landscape buffer along Prosperity Farms Road.

Section 5. To the extent not modified in Section 4 above, Applicant shall develop, operate and maintain the Property in accordance with all Village Code requirements. The Property shall not be subject to the Zoning in Progress set forth in Ordinance No. 2021-10. Additionally, the Applicant shall obtain all required permits and approvals from all regulatory agencies with jurisdiction over the Property and shall comply with the conditions attached to such permits and approvals.

Section 6. The Village Council’s approval of the Prosperity Village PUD is subject to the following additional conditions:

- A. The electric entry gate shall match the gate shown in the renderings provided.

- B. A drainage easement shall be recorded with or dedicated on the final plat in the swale area shown along the western and northern property lines. This easement shall be maintained by the homeowner's association ("HOA") and shall specifically limit the installation of permanent structures and impervious surfaces in this area. The HOA's maintenance responsibility shall be referenced in the HOA's Declaration of Restrictive Covenants ("HOA Declaration").
- C. The "park" shown on the south side of property shall be a publicly accessible easement recorded with or dedicated on the final plat and shall be maintained by the HOA. The HOA's maintenance responsibility shall be referenced in the HOA Declaration. The owner of the adjacent lot (Lot 7) shall not encroach into the easement with physical structures nor remove any of the vegetation. If any trees or shrubs are removed during construction, they shall be replaced.
- D. The 3,000 square foot "open space park" shown in the northeast corner of the Property shall be open to the public from sunrise to sunset. The open space park shall be an easement recorded with or dedicated on the final plat and shall be maintained by the HOA. The HOA's maintenance responsibility shall also be referenced in the HOA Declaration.
- E. The HOA shall be responsible for the maintenance of concrete pavers installed within the Prosperity Farms Road right-of-way adjacent to the Property and the HOA's maintenance responsibility shall be referenced in the HOA Declaration.
- F. Irrigation plans shall be provided before approval/issuance of the infrastructure permit.
- G. Applicant shall receive driveway access approval from the Palm Beach County Traffic Division prior to the issuance of the first building permit. The Applicant shall preserve the existing median on Prosperity Farms Road during the County permitting process.
- H. Prior to issuance of site development permit, the Applicant shall ensure that the storm water management report identifies whether the site will be bermed to contain the 25-year storm, or if the stormwater attenuation will be based on a pre-development versus post-development analysis for the SFWMD 25-year storm discharge criteria.
- I. Prior to approval of final civil plans, a five (5) percent slope shall be provided from the front building foundation of the dwelling units to the crown of the road as an approved method of diverting water away from the foundation.
- J. Prior to the issuance of the first building permit for vertical construction, the final plat shall be approved by Village Council in accordance with Section 36-14 of the Village Code of Ordinances.
- K. All infrastructure, including but not limited to fire hydrants, street lights and storm drains, depicted on the approved Site Plan shall be maintained by the HOA. The HOA's maintenance responsibility shall be referenced in the HOA Declaration.
- L. Prior to issuance of first permit of vertical construction, a copy of the Declaration of Restrictive Covenants (HOA Declaration) shall be submitted to the Community

Development Director and Village Attorney for approval and review of compliance with these conditions of approval.

- M. Prior to the issuance of the first infrastructure permit, Applicant shall provide the Village with a performance bond, letter of credit, escrow agreement or other acceptable surety agreement in a form and in an amount approved by the Village Attorney to assure completion of on-site roadways, drainage and utility improvements. As improvements are completed and accepted by the Village, the amount of the performance bond, letter of credit, escrow agreement or other acceptable surety may be reduced by a proportionate amount as determined by the Village Manager in consultation with the Village Engineer.
- N. If any significant archeological resources are found on site during development and construction, the Applicant shall notify Village Staff and follow the procedures outlined in Section 21-104 of the Village Code of Ordinances.
- O. The Applicant shall relocate and preserve existing native trees shown on the approved tree disposition plan. If the oak trees do not survive relocation or preservation, they shall be replaced with ranch grown oaks that are the largest caliper that is reasonably available from local nurseries.
- P. Any and all Gopher Tortoises located on site shall be relocated offsite in accordance with Florida Fish and Wildlife Conservation Commission ("FWC") requirements and procedures.
- Q. Vertical building construction permits shall not be approved until the Building Official determines that the underground water mains and fire hydrants are installed, completed, and in service at a satisfactory level.
- R. All residential units shall be constructed in conformance with the approved Design and Diversity Criteria referenced in Section 3.B above.
- S. The green vinyl chain-link fence shown on west and north property lines shall be set two (2) feet into the ground to prevent gopher tortoises from entering the site from adjacent properties.
- T. A centralized mailbox facility shall be provided at the request of the U.S. Postal Service. The Applicant shall provide the location on site plan prior to the issuance of vertical construction permits.
- U. The Applicant shall be bound by all oral and written representations made both on the record and as part of the application process irrespective of whether such representations are included in this Ordinance as formal conditions.

Section 7. A violation of any of the requirements or conditions of this Ordinance shall be enforced in the same manner as a violation of a Village Code provision or a Village Ordinance. The Village Council hereby grants the Code Enforcement Special Magistrate jurisdiction to preside over any violations of this Ordinance in accordance with Article VI, Chapter 2 of the Village Code.

Section 8. The Village Council may approve minor modifications to the Planned Unit Development by resolution without the necessity of review by the Planning Commission, advertisement or public hearing. The following modifications shall not be considered minor:

- A. Any increase in the number of residential dwelling units;
- B. Any change in the method of physical access to the Property;
- C. Any additional waiver of the Village's land development regulations; or
- D. Any modification to the conditions of approval.

Section 9. Each of the conditions and requirements of this Ordinance shall be binding upon the Applicant and its successors in interest or assigns and shall be deemed covenants running with the land. The HOA Declaration shall include a statement that the Property shall be developed in accordance with the conditions and requirements of this Ordinance.

Section 10. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

Section 11. All ordinances, resolutions or prior development permits or approvals relating to the Property in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

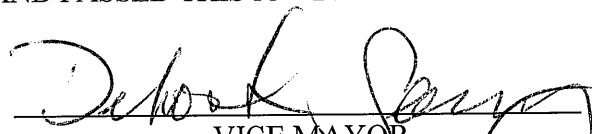
Section 12. This Ordinance shall take effect immediately upon adoption.

PLACED ON FIRST READING THIS 28<sup>TH</sup> DAY OF OCTOBER, 2021.

PLACED ON SECOND, FINAL READING AND PASSED THIS 18<sup>TH</sup> DAY OF NOVEMBER, 2021.



  
VILLAGE CLERK

  
VICE MAYOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
VILLAGE ATTORNEY

**VILLAGE OF NORTH PALM BEACH  
PUBLIC WORKS DEPARTMENT**

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Intern Village Manager

FROM: Keith Davis, Fleet Manager

DATE November 14, 2022

SUBJECT: **RESOLUTION – Approving the purchase of four (4) Police Department vehicles pursuant to pricing established in an existing Florida Sheriffs Association Contract outfitted to Village specifications by Dana Safety Supply, Inc. pursuant to pricing established in an existing City of Miami Contract.**

---

Village Staff is seeking Council consideration and adoption of the attached Resolution approving the purchase of four (4) Police Department vehicles outfitted to Village specifications.

During the Fiscal Year (FY) 2023 budgetary process, each Department identified its need for vehicles. The Police Department identified two police vehicles that needed to be replaced and one additional police vehicle for a new police officer for FY 2023. The current lead time for purchasing and outfitting the police vehicles is expected to be approximately nine months. The three vehicles that are being replaced are planned to be kept as spare units. These spares are as follows:

Unit Number	Year	Vehicle	Vin
384	2015	Ford Explorer	1FM5K8AR6FGB91396
385	2015	Ford Explorer	1FM5K8AR8FGB91397
389	2016	Ford Taurus	1FAHP2MK5GG108949

The following vehicles are requested to be purchased during Fiscal Year 2023:

Police Department Vehicles (Total Purchase Price for four (4) vehicles)

Vendor: Duval Ford and Duval Chevrolet

Vehicle(s): 2022 Ford Expedition – V6 (Detective Unit)  
2023 Chevrolet Tahoe PPV – V8 (K-9 Unit)  
2023 Chevrolet Tahoe PPV – V8 (Supervisor Unit)  
2023 Chevrolet Tahoe PPV – V8 (Supervisor Unit)

Pricing: Florida Sheriffs Association Contract Number FSA 22-VEL30.0 (Pursuit, Administrative and Other Vehicles).

Equipment: Outfitting of the vehicles from Dana Safety Supply, Inc. utilizing the City of Miami Bid/Contract Number 1301386(26) (Purchase and Installation of Municipal Vehicle Equipment, Citywide)

The cost breakdown by vehicle is shown in the table below:

	Duval Ford/Chevrolet		Dana Safety Supply		Total Cost
Description	Vehicle	Price	Quote #	Price	
K 9 Unit	2023 Chevrolet Tahoe	\$42,650.00	462967	\$22,510.00	\$65,160.00
Supervisor Unit	2023 Chevrolet Tahoe	\$42,650.00	462966	\$19,135.00	\$61,785.00
Supervisor Unit	2023 Chevrolet Tahoe	\$42,650.00	462966	\$19,135.00	\$61,785.00
Detective Unit	2022 Ford Expedition	\$54,424.00	463018	\$10,398.00	\$64,822.00
<b>Total</b>		<b>\$182,374.00</b>		<b>\$71,178.00</b>	<b>\$253,552.00</b>

Funding:

These purchases are identified as eligible for American Rescue Plan Act funding.

**Account Information:**

Fund	Department	Account Number	Account Description	Amount
American Rescue Plan Act (ARPA)	ARPA Expense	Q5541-66410	Automotive	\$253,552.00

The attached Resolution has been prepared and/or reviewed for legal sufficiency by the Village Attorney.

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution approving the purchase of three Police Department vehicles from Duval Chevrolet and one Police Department vehicle from Duval Ford pursuant to pricing established in an existing Florida Sheriffs Association Contract and outfitted to Village specifications by Dana Safety Supply, Inc. pursuant to pricing established in an existing City of Miami Contract at a total cost of \$253,552.00, with funds expended from Account No. Q5541-66410 (ARPA Expense – Automotive) and authorizing the Interim Village Manager to take all actions to effectuate the purchase in accordance with Village policies and procedures.**

## RESOLUTION 2022-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE PURCHASE OF THREE 2023 CHEVROLET TAHOE SPORT UTILITY POLICE VEHICLES FROM DUVAL CHEVROLET AND ONE 2022 FORD EXPEDITION SPORT UTILITY POLICE VEHICLE FROM DUVAL FORD PURSUANT TO PRICING ESTABLISHED IN AN EXISTING FLORIDA SHERIFFS ASSOCIATION CONTRACT AND EQUIPPED BY DANA SAFETY SUPPLY, INC. PURSUANT TO PRICING ESTABLISHED IN AN EXISTING CITY OF MIAMI CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff recommended the purchase of four vehicles for the Village Police Department: three 2023 Chevrolet Tahoe SUV's from Duval Chevrolet and one 2022 Ford Expedition SUV from Duval Ford pursuant to pricing established in an existing Florida Sheriffs Association Contract (FSA 22-VEL30.0 (Pursuit, Administrative and Other Vehicles)), each equipped to Village specifications by Dana Safety Supply, Inc. pursuant to pricing established in an existing City of Miami Contract (Bid No. 1301386(26) (Purchase and Installation of Municipal Vehicle Equipment, Citywide)); and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves the purchase three 2023 Chevrolet Tahoe SUV's from Duval Chevrolet and one 2022 Ford Expedition SUV from Duval Ford for the Village Police Department pursuant to pricing established in an existing Florida Sheriffs Association Contract (FSA 22-VEL30.0 (Pursuit, Administrative and Other Vehicles)), each equipped to Village specifications by Dana Safety Supply, Inc. pursuant to pricing established in an existing City of Miami Contract (Bid No. 1301386(26) (Purchase and Installation of Municipal Vehicle Equipment, Citywide)). The total cost of the purchase shall not exceed \$253,552.00, with funds expended from Account No. Q5541-66410 (ARPA Expense – Automotive). The Village Council further authorizes the Interim Manager to take all actions necessary to effectuate the purchase.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS \_\_\_\_DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK



# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

<b>Sales Quote No.</b>	462966
<b>Customer No.</b>	NPBPD

## Bill To

NORTH PALM BEACH POLICE DEPT  
 560 US HIGHWAY1  
 NORTH PALM BEACH, FL 33408

## Ship To

NORTH PALM BEACH POLICE DEPT  
 560 US HIGHWAY1  
 NORTH PALM BEACH, FL 33408

**Contact:** GEORGE HACHIGIAN  
**Telephone:** 561-848-2525  
**E-mail:** ghachigian@village-npb.com

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Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
11/03/22	GROUND SHIPMENT			NO CHARGE FOR FREIGH	(2) TAHOE SUPER	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Edwin Salgado			EDWIN SALGADO-Miami		HATCH		85-8012646341C-6
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	Y	ENGCC01243 SOI BLUEPRINT 3 CENTRAL CONTROLLER Warehouse: MIAM    Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$ 807.00			332.0000	664.00
2	2	Y	ENGCP18001 SOI BLUEPRINT CONTROL PANEL W/ BAIL BRACKET Warehouse: MIAM    Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$ 361.00			150.0000	300.00
2	2	Y	ENGHNK01 SOI BLUEPRINT CENTRAL CONTROLLER HARNESS KIT Warehouse: MIAM    Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$93.00			39.0000	78.00
2	2	Y	ENGLMK001 SOI BLUPRINT LINK FOR 2021 TAHOE Warehouse: MIAM    Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$708.0			285.0000	570.00
2	2	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: MIAM    Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$507.00			200.0000	400.00
10	10	Y	ENGND04101 SOI REMOTE NODE Warehouse: MIAM    Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$454.00			155.0000	1,550.00

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Entered By			Salesperson	Ordered By	Resale Number	
Edwin Salgado			EDWIN SALGADO-Miami	HATCH	85-8012646341C-6	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
10	10	Y	ENGHNK02 SOI BLUEPRINT REMOTE NODE HARNESS KIT Warehouse: MIAM    Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$86.00		36.0000	360.00
2	2	Y	ENGSA07152 SOI BLUEPRINT 200 WATT DUAL TONE SIREN AMP Warehouse: MIAM    Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$853.00		350.0000	700.00
4	4	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: MIAM    Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$389.00		145.0000	580.00
2	2	Y	ETSSVBK07 SOI 2021 TAHOE SPEAKER BRACKET ASSY FOR 2 100J SPEA Warehouse: MIAM    Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$65.00		30.0000	60.00

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11/03/22	GROUND SHIPMENT		NO CHARGE FOR FREIGH	(2) TAHOE SUPER	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Edwin Salgado		EDWIN SALGADO-Miami		HATCH	85-8012646341C-6	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	ENFWB00EKC SOIChevrolet Tahoe (2021) Split Front DUO RW/BW Warehouse: MIAM Vin #: Chevrolet Tahoe (2021-22) Split Front (DRV)  D12  D12  D12  D12  D12  D12  D12  (PAS)  R_W  R_W  R_W  R_W  B_W  B_W  B_W  B_W  Accessories: PNFLBSPLTI DSC w/ Breakout Box (Included) EOS# QE111959		865.0000	1,730.00
2	2	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$2,108.00 EMPAK00FFD SOI MPOWER ARROW KIT, 8 MOD 18 LED TRIO LIGHTS Warehouse: MIAM Vin #: Chevrolet Tahoe (2021-22) 8 Mod Split Rear (DRV)  T18  T18  T18  T18   T18  T18  T18  T18  (PAS)  RBW  RBW  RBW  RBW X X RBW  RBW  RBW  RBW  Accessories: PNFLBSPLTI DSC w/ Breakout Box (Included) EOS# QE111959  SOI: SOUND OFF @ 45% OFF, LIST PRICE \$2,968.00		1,225.0000	2,450.00

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Entered By		Salesperson		Ordered By	Resale Number	
Edwin Salgado		EDWIN SALGADO-Miami		HATCH	85-8012646341C-6	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
12	12	Y	EMPS4STS5RBW SOI MPOWER HD 4" 18-LED STUD MNT R/B/W Warehouse: MIAM      Vin #: (6) PUSH BUMPER		106.0000	1,272.00
4	4	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$272.00 ELUC3H010J SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/BLUE Warehouse: MIAM      Vin #: (2) FRONT CORNER LED'S		58.0000	232.00
4	4	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$166.00 ELUC3H010R SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED Warehouse: MIAM      Vin #: (2) REAR CORNER LED'S		58.0000	232.00
4	4	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$166.00 ELUC3H010B SOI UNIV UNDERCOVER LED INSERT, 5 WIRE BLUE Warehouse: MIAM      Vin #: (2) REAR CORNER LED'S  SOI: SOUND OFF @ 45% OFF, LIST PRICE \$166.00		58.0000	232.00

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11/03/22	GROUND SHIPMENT		NO CHARGE FOR FREIGH	(2) TAHOE SUPER	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Edwin Salgado		EDWIN SALGADO-Miami		HATCH	85-8012646341C-6	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
4	4	Y	EMPS1STS4RBW SOI MPOWER FASCIA 3"12-LED STUD MNT RED/BLUE/WHI Warehouse: MIAM Vin #: (2) UNDER SIDE VIEW MIRROR		99.0000	396.00
2	2	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$242.00 PMP1BKUMB4-D SOI MPOWER 3" UNDER MIRROR BRKT (EA) Warehouse: MIAM Vin #: (1) UNDER MIRROR BRACKETS		16.0000	32.00
2	2	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$39.00 PMP1BKUMB4-P SOI MPOWER 3" UNDER MIRROR BRKT (EA) Warehouse: MIAM Vin #: (1) UNDER MIRROR BRACKETS		16.0000	32.00
4	4	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$39.00 EMPS1QMS4RBW SOI MPOWER FASCIA 3" 12-LED QUICK MNT RED/BLUE/WI Warehouse: MIAM Vin #: (2) FRONT FACING ON SIDE VIEW MIRROR, AT45° ANGLE  SOI: SOUND OFF @ 45% OFF, LIST PRICE \$242.00		99.0000	396.00

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Entered By		Salesperson		Ordered By	Resale Number	
Edwin Salgado		EDWIN SALGADO-Miami		HATCH	85-8012646341C-6	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
4	4	Y	PMP1WDG05B SOI MPOWER 3" 5 DEGREE WEDGE BLACK Warehouse: MIAM     Vin #: (2) FRONT FACING ON SIDE VIEW MIRROR, AT45° ANGLE BRACKETS		6.0000	24.00
16	16	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$13.00 EMPSA05C3-8 SOI MPOWER 4X2 36-LED STUD MNT RED/BLUE/WHITE Warehouse: MIAM     Vin #: (2) REAR SIDE DOORS (2) REAR SIDE CARGO WINDOWS (4) REAR LOWER WINDOW / REAR HATCH		161.0000	2,576.00
4	4	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$391.00 EMPSA05C3-6 SOI MPOWER 4X2 36-LED STUD MNT RED/BLUE/AMBER Warehouse: MIAM     Vin #: (2) REAR LOWER WINDOW / REAR HATCH  SOI: SOUND OFF @ 45% OFF, LIST PRICE \$391.00		161.0000	644.00

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**4809 KOGER BLVD**  
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11/03/22	GROUND SHIPMENT		NO CHARGE FOR FREIGH	(2) TAHOE SUPER	NET30	
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Edwin Salgado		EDWIN SALGADO-Miami		HATCH	85-8012646341C-6	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
20	20	Y	PMPSABKDGAJ SOI Adjustable mounting bracket for 4x2 MPower Warehouse: MIAM     Vin #: (2) REAR SIDE DOOR BRACKET (2) REAR SIDE CARGO WINDOW BRACKET (6) REAR LOWER WINDOW / REAR HATCH		18.0000	360.00
4	4	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$41.00 EMPS2STS5RBW SOI MPOWER FASCIA 4"18-LED STUD MNT RED/BLUE/WHI Warehouse: MIAM     Vin #: (2) REAR LIC. PLATE		106.0000	424.00
4	4	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$272.00 EMPS2QMS5RBW SOI MPOWER FASCIA 4"18-LED QUICK MNT RED/BLUE/WHI Warehouse: MIAM     Vin #: (2) REAR LOWER QUARTER PANEL  SOI: SOUND OFF @ 45% OFF, LIST PRICE \$272.00		106.0000	424.00

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Entered By			Salesperson		Ordered By		Resale Number
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Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
8	8	Y	EMPS2001P-6 SOI MPOWER FASCIA 4"18-LED STUD MNT RED/BLUE/AMB Warehouse: MIAM Vin #: (2) UNDER REAR HATCH DOOR (2) REAR FACING LOWER BUMPER			106.0000	848.00
4	4	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$272.00 PMP2WDG15B SOI MPOWER 4" 15 DEGREE WEDGE BLACK Warehouse: MIAM Vin #: (2) REAR FACING LOWER BUMPER			6.0000	24.00
4	4	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$13.00 ESLRL61058 SOI 61" SL RUNNING LIGHT RED/BLUE/WHITE - UNIVERSA Warehouse: MIAM Vin #: (2) RUNNERS			275.0000	1,100.00
4	4	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$624.00 PSLVBK03 SOI NLINE RUNNING LIGHTS MOUNT 2021 TAHOE Warehouse: MIAM Vin #: (2) RUNNER BRACKETS  SOI: SOUND OFF @ 45% OFF, LIST PRICE \$47.00			21.0000	84.00

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**Telephone:** 800-845-0405

<b>Sales Quote No.</b>	462966
<b>Customer No.</b>	NPBPD

<b>Bill To</b>
NORTH PALM BEACH POLICE DEPT 560 US HIGHWAY1 NORTH PALM BEACH, FL 33408

<b>Ship To</b>
NORTH PALM BEACH POLICE DEPT 560 US HIGHWAY1 NORTH PALM BEACH, FL 33408

**Contact:** GEORGE HACHIGIAN  
**Telephone:** 561-848-2525  
**E-mail:** ghachigian@village-npb.com

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**E-mail:** ghachigian@village-npb.com

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
11/03/22	GROUND SHIPMENT		NO CHARGE FOR FREIGH	(2) TAHOE SUPER	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Edwin Salgado		EDWIN SALGADO-Miami		HATCH	85-8012646341C-6	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	ECVDMLTAL00 SOI UNIVERSAL DOME LIGHT ALL LED, RED/CLEAR Warehouse: MIAM      Vin #: (1) DRIVER DOME LIGHT		62.0000	124.00
4	4	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$137.00 ECVDMLTST2 SOI INTERIOR DOME LIGHT,FLUSH SURF MNT 7" X 3"-WHI Warehouse: MIAM      Vin #: (1) PRISONER DOME LIGHT (1) REAR HATCH DOOR		37.0000	148.00
2	2	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$82.00 7170-0848-05 GJ 2021+ Chevrolet Tahoe Wide Body Consot Warehouse: MIAM      Vin #: PACKAGE INCLUDES CONSOLE, DUAL CUPHOLDER, VERTICAL MOUNT AND THE FOLLOWING EQUIPMENT MOUNTING BRACKETS: 1- 7160-0339 (SIREN) 1- 15082 (3 CIG./ USB PLATE) ALSO INCLUDES ANY BLANK FILLER PANELS NECESSARY TO COMPLETE THE INSTALLATION ***** GJ: GAMBER JOHNSON @ 38% OFF, LIST PRICE \$1,090.42		599.0000	1,198.00

<b>Print Date</b>	11/03/22
<b>Print Time</b>	06:59:54 PM
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# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

<b>Sales Quote No.</b>	462966
<b>Customer No.</b>	NPBPD

<b>Bill To</b>
NORTH PALM BEACH POLICE DEPT 560 US HIGHWAY1 NORTH PALM BEACH, FL 33408

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11/03/22	GROUND SHIPMENT			NO CHARGE FOR FREIGH	(2) TAHOE SUPER	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Edwin Salgado			EDWIN SALGADO-Miami		HATCH		85-8012646341C-6
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	Y	7160-0220 GJ MONGOOSE 9 LOCKING SLIDE ARM W/TILT SWIVEL Warehouse: MIAM Vin #: MOUNTS TO POST OR TO FLAT SURFACE(DASH, DOGHOUSE, OR CONSOLE) ***** GJ: GAMBER JOHNSON @ 38% OFF, LIST PRICE \$407.00			210.0000	420.00
2	2	Y	7160-0429 GJ VEHICLE SPECIFIC EXTERNAL ARM REST Warehouse: MIAM Vin #: GJ: GAMBER JOHNSON @ 38% OFF, LIST PRICE \$250.00			125.0000	250.00
2	2	Y	15371 GJ DUAL USB POWER PORT 4.2 A Warehouse: MIAM Vin #: GJ: GAMBER JOHNSON @ 38% OFF, LIST PRICE \$108.00			60.0000	120.00
4	4	Y	7160-0063 GJ 12V OUTLET RECEPTACLE ONLY Warehouse: MIAM Vin #: FITS IN STANDARD 12 V OUTLET RECEPTACLE KNOCKOUT IN PANEL OR CONSOLE *****GJ: GAMBER JOHNSON @ 38% OFF, LIST PRICE \$40.00			22.0000	88.00

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
11/03/22	GROUND SHIPMENT		NO CHARGE FOR FREIGH	(2) TAHOE SUPER	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Edwin Salgado		EDWIN SALGADO-Miami		HATCH	85-8012646341C-6	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	7160-0250 GJ NOTEPAD V UNIVERSAL COMPUTER CRADLE Warehouse: MIAM Vin #: WILL ADJUST FOR COMPUTERS WITH THE FOLLOWING: WIDTH - 10.62 TO 16.5 INCHES THICKNESS - UP TO 1.50 INCHES DEPTH - 9.00 TO 12.38 INCHES ***** GJ: GAMBER JOHNSON @ 38% OFF, LIST PRICE \$450.00		250.0000	500.00
2	2	Y	PK1125ITU20TM SMC #10XL C Uncoated Polycarbonate Partition Warehouse: MIAM Vin #: 2020 FORD INTERCEPTOR - SUV.#10XL C Uncoated Polycarbonate XL (Xtra Legroom) TM (Tall Man) Partition. Include Recessed Panel & Lower Extension Panels Expanded metal cover over horizontal sliding window opening. ***** SMC: SETINA @ 30% OFF, LIST PRICE \$999.00		699.0000	1,398.00
2	2	Y	QK0566ITU20 SMC OEM REPLACEMENT PRISONER SEAT W/ 12 VS CARO Warehouse: MIAM Vin #: 2020 PIUT OEM Full Replacement Transport Seat TPO Plastic, with Center Pull Seat Belts & #12VS POLY Cargo Partition ***** SMC: SETINA @ 30% OFF, LIST PRICE \$1,528.00		1,069.0000	2,138.00

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**4809 KOGER BLVD**  
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<b>Sales Quote No.</b>	462966
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 560 US HIGHWAY1  
 NORTH PALM BEACH, FL 33408

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11/03/22	GROUND SHIPMENT			NO CHARGE FOR FREIGH	(2) TAHOE SUPER	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Edwin Salgado			EDWIN SALGADO-Miami		HATCH		85-8012646341C-6
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	Y	WK0514ITU20 SMC VERTICALSTEEL WINDOW BARS FOR 2020 EXPL Warehouse: MIAM Vin #: SMC: SETINA @ 30% OFF, LIST PRICE \$319.00			223.0000	446.00
2	2	Y	GK10301S1UHK SMC DUAL T-RAIL MOUNT 1 SM 1 UNIV HK Warehouse: MIAM Vin #: ** Dual T-Rail Mount 1 Small, 1 Universal XL, Handcuff Key Override ** SMC: SETINA @ 30% OFF, LIST PRICE \$489.00			342.0000	684.00
2	2	Y	GF1092ITU20 SMC FREESTANDING GUNLOCK MOUNTING BASE - PIUT Warehouse: MIAM Vin #: SMC: SETINA @ 30% OFF, LIST PRICE \$259.00			181.0000	362.00
2	2	Y	TK0254TAH21 SMC CARGO BOX Warehouse: MIAM Vin #: TOA TRAY, OPEN TOP WITH ANCHOR POINTS BSK BASE SLIDING WITH KEY LOCK SMC: SETINA @ 30% OFF, LIST PRICE \$1,529.00			1,070.0000	2,140.00
2	2	Y	TPA9289 SMC CARGO BOX SLIDING RADIO TRAY (TRN) Warehouse: MIAM Vin #: RADIO TRAY FOR CARGO BOX WITH NO LOCK ***** SMC: SETINA @ 30% OFF, LIST PRICE \$389.00			270.0000	540.00

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# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

<b>Sales Quote No.</b>	462966
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NORTH PALM BEACH POLICE DEPT 560 US HIGHWAY1 NORTH PALM BEACH, FL 33408

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Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
11/03/22	GROUND SHIPMENT			NO CHARGE FOR FREIGH	(2) TAHOE SUPER	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Edwin Salgado			EDWIN SALGADO-Miami		HATCH		85-8012646341C-6
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	Y	TF0507TAH21 SMC FREESTAND BRACKET KIT - 2021+ tahoe Warehouse: MIAM Vin #: SMC: SETINA @ 30% OFF, LIST PRICE \$289.00			200.0000	400.00
2	2	Y	36-4045 Westin 2021 Chevy Tahoe Elite Push Bumper Warehouse: MIAM Vin #: WESTIN @ 10% OFF, LIST PRICE \$ 758.36			525.0000	1,050.00
2	2	Y	36-4045WC WESTIN Wire Cover Warehouse: MIAM Vin #: WESTIN @ 10% OFF, LIST PRICE \$ 50.56			35.0000	70.00
2	2	Y	36-6015SMP4 Westin, Elite Push Bumper Light Channel Warehouse: MIAM Vin #: WESTIN @ 10% OFF, LIST PRICE \$ 50.56			35.0000	70.00
2	2	Y	WAG-3718 WAG SLIMLINE 800W INVERTER Warehouse: MIAM Vin #: (1) POWER INVERTER  WAG 3% OFF CATALOG NOT LISTED LIST PRICE \$ 114.95			89.0000	178.00

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# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

<b>Sales Quote No.</b>	462966
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NORTH PALM BEACH POLICE DEPT 560 US HIGHWAY1 NORTH PALM BEACH, FL 33408

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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
11/03/22	GROUND SHIPMENT		NO CHARGE FOR FREIGH	(2) TAHOE SUPER	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Edwin Salgado		EDWIN SALGADO-Miami		HATCH	85-8012646341C-6	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	ML150LR-1019 MAG LED RECHARGEABLE FLASHLIGHT, A/C & DC ADAP Warehouse: MIAM Vin #: MAGLITE @ 15% OFF, LIST PRICE 120.00		100.0000	200.00
4	4	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: MIAM Vin #: CATALOG NOT LISTED @ 3% OFF, LIST PRICE \$ 39.95		38.0000	152.00
2	2	Y	SHOP-MIAMI MISC INSTALLATION SUPPLIES I.E. Warehouse: MIAM Vin #: CUSTOM WIRE HARNESS, 100 AMP RESETTABLE BREAKER, 6 GANG FUSE PANEL, (2) EXTENSION CABLE FOR POWER INVERTER AND TERMINAL BOXES. TERMINAL BOXES TO BE MOUNTED ON FRONT CONSOLE. LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****		150.0000	300.00
2	2	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: MIAM Vin #: INSTALLATION BY EVT CERTIFY INSTALLERSINSTALL INCLUDES ALL ABOVE EQUIPMENT PLUS THE BELOW ITEMS THAT THE CUSTOMER WILL PROVIDE PRIOR BEGINNING OF VEHICLE BUILD, * STALKER RADAR W/ 2 ANTENNAS LABOR RATE AS PER MIAMI CONTRACT @ \$65.00 PER HOUR LABOR HOURS PER VEHICLE: 45.0		2,925.0000	5,850.00

<b>Print Date</b>	11/03/22
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# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
11/03/22	GROUND SHIPMENT		NO CHARGE FOR FREIGH	(2) TAHOE SUPER	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Edwin Salgado		EDWIN SALGADO-Miami		HATCH	85-8012646341C-6	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	N	INSTALL DSS INSTALLATION OF POLICE RADIO Warehouse: MIAM     Vin #: INSTALL OF CUSTOMER PROVIDED POLICE RADIO W/ ROOF MOUNTED ANTENNA. LABOR RATE AS PER MIAMI CONTRACT @ \$65.00 PER HOUR LABOR HOURS PER VEHICLE: 3.0		195.0000	390.00
2	2	Y	TINT-MIAMI 7 TINT MIAMI (7) WINDOWS / SUV W/SUNSTRIP Warehouse: MIAM     Vin #: PER MIAMI CONTRACT: ADD-ON Services - Window Tinting with Labor Included for Sports Utility Vehicles 15% ALL AROUND 15% SUNSTRIP		140.0000	280.00
** 2023 CHEVY TAHOE PPV, SUPERVISOR UNIT**						
** PRICES PER CITY OF MIAMI CONTRACT #1301386 WITH ADDITIONAL DISCOUNT APPLIED. **						
Approved By: _____						
<input type="checkbox"/> Approve All Items & Quantities						
Quote Good for 30 Days						

<b>Print Date</b>	11/03/22
<b>Print Time</b>	06:59:54 PM
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<b>Subtotal</b>	38,270.00
<b>Freight</b>	0.00
<b>Order Total</b>	38,270.00

# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

<b>Sales Quote No.</b>	462967
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NORTH PALM BEACH POLICE DEPT 560 US HIGHWAY1 NORTH PALM BEACH, FL 33408

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Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
11/03/22	GROUND SHIPMENT			NO CHARGE FOR FREIGH	TAHOE K-9	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Edwin Salgado			EDWIN SALGADO-Miami		HATCH		85-8012646341C-6
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	ENGCC01243 SOI BLUEPRINT 3 CENTRAL CONTROLLER Warehouse: MIAM    Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$ 807.00			332.0000	332.00
1	1	Y	ENGCP18001 SOI BLUEPRINT CONTROL PANEL W/ BAIL BRACKET Warehouse: MIAM    Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$ 361.00			150.0000	150.00
1	1	Y	ENGHNK01 SOI BLUEPRINT CENTRAL CONTROLLER HARNESS KIT Warehouse: MIAM    Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$93.00			39.0000	39.00
1	1	Y	ENGLMK001 SOI BLUPRINT LINK FOR 2021 TAHOE Warehouse: MIAM    Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$708.0			285.0000	285.00
1	1	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: MIAM    Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$507.00			200.0000	200.00
5	5	Y	ENGND04101 SOI REMOTE NODE Warehouse: MIAM    Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$454.00			155.0000	775.00

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Entered By			Salesperson		Ordered By		Resale Number
Edwin Salgado			EDWIN SALGADO-Miami		HATCH		85-8012646341C-6
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
5	5	Y	ENGHNK02 SOI BLUEPRINT REMOTE NODE HARNESS KIT Warehouse: MIAM    Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$86.00			36.0000	180.00
1	1	Y	ENGSA07152 SOI BLUEPRINT 200 WATT DUAL TONE SIREN AMP Warehouse: MIAM    Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$853.00			350.0000	350.00
2	2	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: MIAM    Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$389.00			145.0000	290.00
1	1	Y	ETSSVBK07 SOI 2021 TAHOE SPEAKER BRACKET ASSY FOR 2 100J SPEA Warehouse: MIAM    Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$65.00			30.0000	30.00

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Entered By			Salesperson		Ordered By		Resale Number
Edwin Salgado			EDWIN SALGADO-Miami		HATCH		85-8012646341C-6
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	ENFWB00EKC SOIChevrolet Tahoe (2021) Split Front DUO RW/BW Warehouse: MIAM     Vin #:  Chevrolet Tahoe (2021-22) Split Front (DRV)  D12  D12  D12  D12  D12  D12  D12  (PAS)  R_W  R_W  R_W  R_W  B_W  B_W  B_W  B_W  Accessories: PNFLBSPLTI DSC w/ Breakout Box (Included) EOS# QE111959			865.0000	865.00
1	1	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$2,108.00 EMPAK00FFD SOI MPOWER ARROW KIT, 8 MOD 18 LED TRIO LIGHTS Warehouse: MIAM     Vin #:  Chevrolet Tahoe (2021-22) 8 Mod Split Rear (DRV)  T18  T18  T18  T18      T18  T18  T18  T18  (PAS)  RBW  RBW  RBW  RBW X   X RBW  RBW  RBW  RBW  Accessories: PNFLBSPLTI DSC w/ Breakout Box (Included) EOS# QE111959  SOI: SOUND OFF @ 45% OFF, LIST PRICE \$2,968.00			1,225.0000	1,225.00

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<b>Sales Quote No.</b>	462967
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Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
11/03/22	GROUND SHIPMENT			NO CHARGE FOR FREIGH	TAHOE K-9	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Edwin Salgado			EDWIN SALGADO-Miami		HATCH		85-8012646341C-6
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
6	6	Y	EMPS4STS5RBW SOI MPOWER HD 4" 18-LED STUD MNT R/B/W Warehouse: MIAM      Vin #: (6) PUSH BUMPER			106.0000	636.00
2	2	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$272.00 ELUC3H010J SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/BLUE Warehouse: MIAM      Vin #: (2) FRONT CORNER LED'S			58.0000	116.00
2	2	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$166.00 ELUC3H010R SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED Warehouse: MIAM      Vin #: (2) REAR CORNER LED'S			58.0000	116.00
2	2	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$166.00 ELUC3H010B SOI UNIV UNDERCOVER LED INSERT, 5 WIRE BLUE Warehouse: MIAM      Vin #: (2) REAR CORNER LED'S  SOI: SOUND OFF @ 45% OFF, LIST PRICE \$166.00			58.0000	116.00

<b>Print Date</b>	11/03/22
<b>Print Time</b>	05:53:36 PM
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# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

<b>Sales Quote No.</b>	462967
<b>Customer No.</b>	NPBPD

## Bill To

NORTH PALM BEACH POLICE DEPT  
 560 US HIGHWAY1  
 NORTH PALM BEACH, FL 33408

## Ship To

NORTH PALM BEACH POLICE DEPT  
 560 US HIGHWAY1  
 NORTH PALM BEACH, FL 33408

**Contact:** GEORGE HACHIGIAN  
**Telephone:** 561-848-2525  
**E-mail:** ghachigian@village-npb.com

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Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
11/03/22	GROUND SHIPMENT			NO CHARGE FOR FREIGH	TAHOE K-9	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Edwin Salgado			EDWIN SALGADO-Miami		HATCH		85-8012646341C-6
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	Y	EMPS1STS4RBW SOI MPOWER FASCIA 3"12-LED STUD MNT RED/BLUE/WHI Warehouse: MIAM Vin #: (2) UNDER SIDE VIEW MIRROR			99.0000	198.00
1	1	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$242.00 PMP1BKUMB4-D SOI MPOWER 3" UNDER MIRROR BRKT (EA) Warehouse: MIAM Vin #: (1) UNDER MIRROR BRACKETS			16.0000	16.00
1	1	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$39.00 PMP1BKUMB4-P SOI MPOWER 3" UNDER MIRROR BRKT (EA) Warehouse: MIAM Vin #: (1) UNDER MIRROR BRACKETS			16.0000	16.00
2	2	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$39.00 EMPS1QMS4RBW SOI MPOWER FASCIA 3" 12-LED QUICK MNT RED/BLUE/WI Warehouse: MIAM Vin #: (2) FRONT FACING ON SIDE VIEW MIRROR, AT45° ANGLE  SOI: SOUND OFF @ 45% OFF, LIST PRICE \$242.00			99.0000	198.00

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**4809 KOGER BLVD**  
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NORTH PALM BEACH POLICE DEPT 560 US HIGHWAY1 NORTH PALM BEACH, FL 33408

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11/03/22	GROUND SHIPMENT		NO CHARGE FOR FREIGH	TAHOE K-9	NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Edwin Salgado			EDWIN SALGADO-Miami	HATCH	85-8012646341C-6	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	PMP1WDG05B SOI MPOWER 3" 5 DEGREE WEDGE BLACK Warehouse: MIAM Vin #: (2) FRONT FACING ON SIDE VIEW MIRROR, AT45° ANGLE BRACKETS		6.0000	12.00
8	8	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$13.00 EMPSA05C3-8 SOI MPOWER 4X2 36-LED STUD MNT RED/BLUE/WHITE Warehouse: MIAM Vin #: (2) REAR SIDE DOORS (2) REAR SIDE CARGO WINDOWS (4) REAR LOWER WINDOW / REAR HATCH		161.0000	1,288.00
2	2	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$391.00 EMPSA05C3-6 SOI MPOWER 4X2 36-LED STUD MNT RED/BLUE/AMBER Warehouse: MIAM Vin #: (2) REAR LOWER WINDOW / REAR HATCH  SOI: SOUND OFF @ 45% OFF, LIST PRICE \$391.00		161.0000	322.00

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
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NORTH PALM BEACH POLICE DEPT 560 US HIGHWAY1 NORTH PALM BEACH, FL 33408

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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
11/03/22	GROUND SHIPMENT		NO CHARGE FOR FREIGH	TAHOE K-9	NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Edwin Salgado			EDWIN SALGADO-Miami	HATCH	85-8012646341C-6	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
10	10	Y	PMPSABKDGAJ SOI Adjustable mounting bracket for 4x2 MPower Warehouse: MIAM     Vin #: (2) REAR SIDE DOOR BRACKET (2) REAR SIDE CARGO WINDOW BRACKET (6) REAR LOWER WINDOW / REAR HATCH		18.0000	180.00
2	2	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$41.00 EMPS2STS5RBW SOI MPOWER FASCIA 4"18-LED STUD MNT RED/BLUE/WHI Warehouse: MIAM     Vin #: (2) REAR LIC. PLATE		106.0000	212.00
2	2	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$272.00 EMPS2QMS5RBW SOI MPOWER FASCIA 4"18-LED QUICK MNT RED/BLUE/WHI Warehouse: MIAM     Vin #: (2) REAR LOWER QUARTER PANEL  SOI: SOUND OFF @ 45% OFF, LIST PRICE \$272.00		106.0000	212.00

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**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

<b>Sales Quote No.</b>	462967
<b>Customer No.</b>	NPBPD

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NORTH PALM BEACH POLICE DEPT 560 US HIGHWAY1 NORTH PALM BEACH, FL 33408

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Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
11/03/22	GROUND SHIPMENT			NO CHARGE FOR FREIGH	TAHOE K-9	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Edwin Salgado			EDWIN SALGADO-Miami		HATCH		85-8012646341C-6
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
4	4	Y	EMPS2001P-6 SOI MPOWER FASCIA 4"18-LED STUD MNT RED/BLUE/AMB Warehouse: MIAM Vin #: (2) UNDER REAR HATCH DOOR (2) REAR FACING LOWER BUMPER			106.0000	424.00
2	2	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$272.00 PMP2WDG15B SOI MPOWER 4" 15 DEGREE WEDGE BLACK Warehouse: MIAM Vin #: (2) REAR FACING LOWER BUMPER			6.0000	12.00
2	2	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$13.00 ESLRL61058 SOI 61" SL RUNNING LIGHT RED/BLUE/WHITE - UNIVERSA Warehouse: MIAM Vin #: (2) RUNNERS			275.0000	550.00
2	2	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$624.00 PSLVBK03 SOI NLINE RUNNING LIGHTS MOUNT 2021 TAHOE Warehouse: MIAM Vin #: (2) RUNNER BRACKETS SOI: SOUND OFF @ 45% OFF, LIST PRICE \$47.00			21.0000	42.00

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

<b>Sales Quote No.</b>	462967
<b>Customer No.</b>	NPBPD

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NORTH PALM BEACH POLICE DEPT  
 560 US HIGHWAY1  
 NORTH PALM BEACH, FL 33408

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11/03/22	GROUND SHIPMENT		NO CHARGE FOR FREIGH	TAHOE K-9	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Edwin Salgado		EDWIN SALGADO-Miami		HATCH	85-8012646341C-6	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	ECVDMLTAL00 SOI UNIVERSAL DOME LIGHT ALL LED, RED/CLEAR Warehouse: MIAM Vin #: (1) DRIVER DOME LIGHT		62.0000	62.00
1	1	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$137.00 ECVDMLTST2 SOI INTERIOR DOME LIGHT,FLUSH SURF MNT 7" X 3"-WHI Warehouse: MIAM Vin #: (1) REAR HATCH DOOR		37.0000	37.00
1	1	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$82.00 7170-0848-05 GJ 2021+ Chevrolet Tahoe Wide Body Consot Warehouse: MIAM Vin #: PACKAGE INCLUDES CONSOLE, DUAL CUPHOLDER, VERTICAL MOUNT AND THE FOLLOWING EQUIPMENT MOUNTING BRACKETS: 1- 7160-0339 (SIREN) 1- 15082 (3 CIG./ USB PLATE) ALSO INCLUDES ANY BLANK FILLER PANELS NECESSARY TO COMPLETE THE INSTALLATION ***** GJ: GAMBER JOHNSON @ 38% OFF, LIST PRICE \$1,090.42		599.0000	599.00

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

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NORTH PALM BEACH POLICE DEPT  
 560 US HIGHWAY1  
 NORTH PALM BEACH, FL 33408

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Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
11/03/22	GROUND SHIPMENT			NO CHARGE FOR FREIGH	TAHOE K-9	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Edwin Salgado			EDWIN SALGADO-Miami		HATCH		85-8012646341C-6
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	7160-0220 GJ MONGOOSE 9 LOCKING SLIDE ARM W/TILT SWIVEL Warehouse: MIAM Vin #: MOUNTS TO POST OR TO FLAT SURFACE(DASH, DOGHOUSE, OR CONSOLE) ***** GJ: GAMBER JOHNSON @ 38% OFF, LIST PRICE \$407.00			210.0000	210.00
1	1	Y	7160-0429 GJ VEHICLE SPECIFIC EXTERNAL ARM REST Warehouse: MIAM Vin #: GJ: GAMBER JOHNSON @ 38% OFF, LIST PRICE \$250.00			125.0000	125.00
1	1	Y	15371 GJ DUAL USB POWER PORT 4.2 A Warehouse: MIAM Vin #: GJ: GAMBER JOHNSON @ 38% OFF, LIST PRICE \$108.00			60.0000	60.00
2	2	Y	7160-0063 GJ 12V OUTLET RECEPTACLE ONLY Warehouse: MIAM Vin #: FITS IN STANDARD 12 V OUTLET RECEPTACLE KNOCKOUT IN PANEL OR CONSOLE *****GJ: GAMBER JOHNSON @ 38% OFF, LIST PRICE \$40.00			22.0000	44.00

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# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

<b>Sales Quote No.</b>	462967
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NORTH PALM BEACH POLICE DEPT  
 560 US HIGHWAY1  
 NORTH PALM BEACH, FL 33408

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11/03/22	GROUND SHIPMENT		NO CHARGE FOR FREIGH	TAHOE K-9	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Edwin Salgado		EDWIN SALGADO-Miami		HATCH	85-8012646341C-6	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	7160-0250 GJ NOTEPAD V UNIVERSAL COMPUTER CRADLE Warehouse: MIAM Vin #: WILL ADJUST FOR COMPUTERS WITH THE FOLLOWING: WIDTH - 10.62 TO 16.5 INCHES THICKNESS - UP TO 1.50 INCHES DEPTH - 9.00 TO 12.38 INCHES ***** GJ: GAMBER JOHNSON @ 38% OFF, LIST PRICE \$450.00		250.0000	250.00
1	1	Y	EZ RIDER K9 STD AMEALAC STANDARD EZ RIDER K9 INSERT Warehouse: MIAM Vin #: 2023 TAHOE PPV INCLUDES BLACK POWDER COAT AND RUBBER MAT - NO EXTRA CHARGE  AMERICAN ALUMINUM @ 15% OFF, LIST PRICE \$3,360.00		2,850.0000	2,850.00

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**4809 KOGER BLVD**  
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11/03/22	GROUND SHIPMENT		NO CHARGE FOR FREIGH	TAHOE K-9	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Edwin Salgado		EDWIN SALGADO-Miami		HATCH	85-8012646341C-6	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	BLOCKOUT AMEALAC POLY CARB BLOCKOUT-VENTED Warehouse: MIAM      Vin #: Poly Carbonate Block Out Kit  Kit Includes: 2 Front Panel Custom Fit Poly Carbonate Block Outs 1 Rear Window Custom Fit Poly Carbonate Block Out Intended Purpose is to help keep canine hair from traveling through out the vehicle.		140.0000	140.00
1	1	Y	AMERICAN ALUMINUM @ 15% OFF, LIST PRICE \$200.00 EZ WATER DISH AMEALAC 1 GAL NO-SPILL WATER DISH & MTG BRACKET Warehouse: MIAM      Vin #: AMERICAN ALUMINUM @ 15% OFF, LIST PRICE \$160.00		110.0000	110.00
1	1	Y	HP5020 ACE K9 HOT-N-POP PRO TEMP ALARM & DOOR SYSTEM Warehouse: MIAM      Vin #: MAKE, MODEL, YEAR: 2023 TAHOE PPV  ACE K9/ RADIOTRONICS @ 3% OFF, LIST PRICE \$ 1,499.00		110.0000	110.00

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**DANA SAFETY SUPPLY, INC**  
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Entered By			Salesperson		Ordered By		Resale Number
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Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	H-NKLB-K ACE K-9 "NO K-9 LEFT BEHIND" Warehouse: MIAM    Vin #: *** NO K-9 LEFT BEHIND FOR PRO SERIES PRODUCTS SOLD 2012 OR LATER ***			66.0000	66.00
1	1	Y	ACE K9/ RADIOTRONICS @ 3% OFF, LIST PRICE \$ 69.00 HA-FKT-10-P ACEK9 10" FAN, ACTIVATION MODULE, MANUAL SWITCH MATE Warehouse: MIAM    Vin #: ACE K9/ RADIOTRONICS @ 3% OFF, LIST PRICE \$ 239.00			231.0000	231.00
1	1	Y	HA-FWG-10 ACE K9 Heavy Duty Fan Guard Warehouse: MIAM    Vin #: ACE K9/ RADIOTRONICS @ 3% OFF, LIST PRICE \$ 85.00			82.0000	82.00
1	1	Y	AWD-7040 ACEK9 ACE WATCHDOG PRO FOR USE WITH PRO ALARM Warehouse: MIAM    Vin #: * All orders for AceWatchDogTM require a completed setup form!!!! * AceWatchDogTM for use with Pro Alarm Systems * AceWatchDog Server Service is \$168.00 Per Year and the First Year is Included with New Unit. More Info: www.acek9.com/awd.html  ACE K9/ RADIOTRONICS @ 3% OFF, LIST PRICE \$ 899.00			872.0000	872.00

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Entered By			Salesperson		Ordered By		Resale Number
Edwin Salgado			EDWIN SALGADO-Miami		HATCH		85-8012646341C-6
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	TK0254TAH21 SMC CARGO BOX <div>Warehouse: MIAM    Vin #:</div> TOA TRAY, OPEN TOP WITH ANCHOR POINTS BSK BASE SLIDING WITH KEY LOCK SMC: SETINA @ 30% OFF, LIST PRICE \$1,529.00			1,070.0000	1,070.00
1	1	Y	TPA9289 SMC CARGO BOX SLIDING RADIO TRAY (TRN) <div>Warehouse: MIAM    Vin #:</div> RADIO TRAY FOR CARGO BOX WITH NO LOCK ***** SMC: SETINA @ 30% OFF, LIST PRICE \$389.00			270.0000	270.00
1	1	Y	TF0507TAH21 SMC FREESTAND BRACKET KIT - 2021+ tahoe <div>Warehouse: MIAM    Vin #:</div> SMC: SETINA @ 30% OFF, LIST PRICE \$289.00			200.0000	200.00
1	1	Y	SC-934-5-A-K9 SC K-9 OR FLAT CAGE GUN RACK <div>Warehouse: MIAM    Vin #:</div> SC: SANTA CRUZ @ 20% OFF, LIST PRICE \$ 353.99			280.0000	280.00
1	1	Y	36-4045 Westin 2021 Chevy Tahoe Elite Push Bumper <div>Warehouse: MIAM    Vin #:</div> WESTIN @ 10% OFF, LIST PRICE \$ 758.36			525.0000	525.00

<b>Print Date</b>	11/03/22
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**Continued on Next Page**

# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

<b>Sales Quote No.</b>	462967
<b>Customer No.</b>	NPBPD

## Bill To

NORTH PALM BEACH POLICE DEPT  
 560 US HIGHWAY1  
 NORTH PALM BEACH, FL 33408

## Ship To

NORTH PALM BEACH POLICE DEPT  
 560 US HIGHWAY1  
 NORTH PALM BEACH, FL 33408

**Contact:** GEORGE HACHIGIAN  
**Telephone:** 561-848-2525  
**E-mail:** ghachigian@village-npb.com

**Contact:** GEORGE HACHIGIAN  
**Telephone:** 561-848-2525  
**E-mail:** ghachigian@village-npb.com

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
11/03/22	GROUND SHIPMENT			NO CHARGE FOR FREIGH	TAHOE K-9	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Edwin Salgado			EDWIN SALGADO-Miami		HATCH		85-8012646341C-6
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	36-4045WC WESTIN Wire Cover Warehouse: MIAM    Vin #: WESTIN @ 10% OFF, LIST PRICE \$ 50.56			35.0000	35.00
1	1	Y	36-6015SMP4 Westin, Elite Push Bumper Light Channel Warehouse: MIAM    Vin #: WESTIN @ 10% OFF, LIST PRICE \$ 50.56			35.0000	35.00
1	1	Y	WAG-3718 WAG SLIMLINE 800W INVERTER Warehouse: MIAM    Vin #: (1) POWER INVERTER			89.0000	89.00
1	1	Y	WAG 3% OFF CATALOG NOT LISTED LIST PRICE \$ 114.95 ML150LR-1019 MAG LED RECHARGEABLE FLASHLIGHT, A/C & DC ADAP Warehouse: MIAM    Vin #: MAGLITE @ 15% OFF, LIST PRICE 120.00			100.0000	100.00
2	2	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: MIAM    Vin #: CATALOG NOT LISTED @ 3% OFF, LIST PRICE \$ 39.95			38.0000	76.00

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# Sales Quote

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**4809 KOGER BLVD**  
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**Telephone:** 800-845-0405

<b>Sales Quote No.</b>	462967
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NORTH PALM BEACH POLICE DEPT 560 US HIGHWAY1 NORTH PALM BEACH, FL 33408

<b>Ship To</b>
NORTH PALM BEACH POLICE DEPT 560 US HIGHWAY1 NORTH PALM BEACH, FL 33408

**Contact:** GEORGE HACHIGIAN  
**Telephone:** 561-848-2525  
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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
11/03/22	GROUND SHIPMENT		NO CHARGE FOR FREIGH	TAHOE K-9	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Edwin Salgado		EDWIN SALGADO-Miami		HATCH	85-8012646341C-6	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	SHOP-MIAMI MISC INSTALLATION SUPPLIES I.E. Warehouse: MIAM     Vin #: CUSTOM WIRE HARNESS, 100 AMP RESETTABLE BREAKER, 6 GANG FUSE PANEL, (2) EXTENSION CABLE FOR POWER INVERTER AND TERMINAL BOXES. TERMINAL BOXES TO BE MOUNTED ON FRONT CONSOLE. LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****		150.0000	150.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: MIAM     Vin #: INSTALLATION BY EVT CERTIFY INSTALLERS INSTALL INCLUDES ALL ABOVE EQUIPMENT PLUS THE BELOW ITEMS THAT THE CUSTOMER WILL PROVIDE PRIOR BEGINNING OF VEHICLE BUILD, * STALKER RADAR W/ 2 ANTENNAS LABOR RATE AS PER MIAMI CONTRACT @ \$65.00 PER HOUR LABOR HOURS PER VEHICLE: 60.0		3,900.0000	3,900.00
1	1	N	INSTALL DSS INSTALLATION OF POLICE RADIO Warehouse: MIAM     Vin #: INSTALL OF CUSTOMER PROVIDED POLICE RADIO W/ ROOF MOUNTED ANTENNA. LABOR RATE AS PER MIAMI CONTRACT @ \$65.00 PER HOUR LABOR HOURS PER VEHICLE: 3.0		195.0000	195.00

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**Continued on Next Page**

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Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method			
11/03/22		GROUND SHIPMENT		NO CHARGE FOR FREIGH		TAHOE K-9		NET30			
Entered By			Salesperson			Ordered By			Resale Number		
Edwin Salgado			EDWIN SALGADO-Miami			HATCH			85-8012646341C-6		
Order Quantity	Approve Quantity	Tax	Item Number / Description					Unit Price	Extended Price		
1	1	Y	<div>TINT-MIAMI NANO</div> <div>TINT MIAMI (7) WINDOWS PREMIUM NANO CARBON</div> <div>Warehouse: MIAM      Vin #:</div> <div>2023 TAHOE PPV K-9 VEHICLE, PREMIUM 90% INFRA RED REJECTION, 77% HEAT REJECTION NANO CARBON FILM 7 WINDOWS W/ SUN STRIP. 30% FRONT WINDOWS, 5% REAR (K-9) WINDOWS.</div> <div>NON CATALOG NANO CARBON 90% HEAT REJECTION FILM AT3% OFF LIST PRICE \$450.00</div> <div>** 2023 CHEVY TAHOE PPV, K-9 UNIT ***</div> <div>** PRICES PER CITY OF MIAMI CONTRACT #1301386 WITH ADDITIONAL DISCOUNT APPLIED. **</div> <div>Approved By: _____</div> <div><input type="checkbox"/> Approve All Items &amp; Quantities</div> <div>Quote Good for 30 Days</div>					350.0000	350.00		

Print Date	11/03/22
Print Time	05:53:36 PM
Page No.	17

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Subtotal	22,510.00
Freight	0.00
Order Total	22,510.00



# Village of North Palm Beach

## Prepared for:

Village of North Palm Beach  
Keith Davis  
[kdavis@village-npb.org](mailto:kdavis@village-npb.org)

## Contract Holder

11/1/2022

Duval Chevrolet  
Jared Davis  
(Work) 904-381-6595  
(Mobile) 904-343-4451  
[jared.davis@duvalmotor.com](mailto:jared.davis@duvalmotor.com)  
5203 Waterside Dr  
Jacksonville, FL 32210

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

Pricing through Florida Sheriff's Association 22-VEL30.0 / 22-VEH20.0 contracts. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

\$90

R:

Labor Hours.  
Parts Quantit

Code	Equipment	UNIT PRICE	EXTENDED
SPEC 219	<b>2023 Chevrolet Tahoe 4x2 PPV (CC10706)</b>	\$ 37,505.00	\$ 37,505.00
GBA/H1T	Black exterior / Ebony unique cloth interior	\$ -	\$ -
L84/MHU	5.3L V8 / 10-spd automatic	\$ -	\$ -
Z83	Complete Trailering Tow Package	\$ 695.00	\$ 695.00
	Incl heavy-duty receiver hitch, draw bar, 2" ball, pin and clip, 7-way plug	\$ -	\$ -
D7X3	Spotlight delete	\$ (150.00)	\$ (150.00)
DAMF	Additional factory fob delete	\$ (50.00)	\$ (50.00)
			\$ -
1 NSO:PAINT	Non-scheduled option: Doors painted white	\$ 1,950.00	\$ 1,950.00
1 NSO	Non-scheduled option: Stock transfer from cancelled agency; difference in concession	\$ 2,700.00	\$ 2,700.00
	Vehicle subject to availability, slated for production 6/26/2023		
NOTE			

UNIT COST

\$ 42,650.00

TOTAL QUANTITY

3

TOTAL PURCHASE

\$ 127,950.00



# **FSA Cooperative Purchasing Program**



## **Contract Terms and Conditions**

**FSA22-VEH20.0 – Heavy Trucks and Buses**

**FSA22-VEL30.0 – Pursuit, Administrative and  
Other Vehicles**

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
Contract Terms and Conditions

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# FLORIDA SHERIFFS ASSOCIATION

## Cooperative Purchasing Program

### Contract Terms and Conditions

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**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
Contract Terms and Conditions

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**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
Contract Terms and Conditions

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**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
Contract Terms and Conditions

## **1.0 GENERAL CONDITIONS**

### **1.01 BID CORRESPONDENCE**

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

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

### **1.02 PURPOSE**

The Florida Sheriffs Association invites interested bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

### **1.03 TERM OF CONTRACT**

The term for Contracts FSA22-VEL30.0 Pursuit, Administrative and Other Vehicles and FSA22-VEH20.0 Heavy Trucks and Buses shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2022, and ends September 30, 2023.

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

### **1.04 ESTIMATED QUANTITIES**

Over the last three years, eligible users purchased an average of 5,937 vehicles from these contracts each year. These estimated figures are given as a guideline for bidders preparing bids. Quantities for items depend on many factors, including the vendor's marketing efforts, established business with local governments and products awarded. Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

### **1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER**

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.



# **FLORIDA SHERIFFS ASSOCIATION**

## **Cooperative Purchasing Program**

### **Contract Terms and Conditions**

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

#### **1.06 FUNDING**

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

#### **1.07 CURRENCY**

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

#### **1.08 GENERAL DEFINITIONS**

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

- A. Base Specification: Items developed by the FSA for bidders to bid on. These items may be unique to FSA and require additional components to the standard manufacturer specifications and equipment.
- B. Bidder: A bidder or enterprise that submits a formal bid to the FSA Cooperative Purchasing Program in accordance with the FSA CPP Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.
- C. Bid System: The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- D. Build Sheet: A document from the bidder or manufacturer that confirms that the bid specifications submitted by bidders matches the FSA base specification. Build sheets include, but are not limited to, the factory options list and door data plate info for the vehicles. They provide details such as engine size and transmission, paint codes, production date, axle code etc.
- E. Dealer: An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- F. Florida Sheriffs Association Cooperative Purchasing Program (FSA): The entity that administers the Invitation to Bid and contract administration functions for this contract.
- G. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

- H. **Factory:** Refers to the manufacturer produced products.
- I. **Fleet Advisory Committee (committee):** An employee of a sheriff's office or other local governmental agency, or person who FSA identifies as subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The committee makes recommendations to the FSA and is not responsible for final awards.
- J. **Invitation to Bid:** A competitive solicitation and award process established through the issuance of an invitation to bidders, vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the bid specifications available to bidders on the bid system and references to solicitation documents. The term shall not include request for proposals, request for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.
- K. **Manufacturer:** The original producer or provider of items offered on this contract.
- L. **Manufacturer's Suggested Retail Price (MSRP):** Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
  - a. Manufacturer's Computer Printouts
  - b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
  - c. Manufacturer's Annual U.S. Price Book
  - d. Manufacturer's official website
- M. **Non-Scheduled Options:** Any optional new or unused component, feature or configuration that is not included or listed in the base specifications or options.
- N. **Production Cutoff:** A date used by manufacturers to notify vendors and dealers that the factory has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle manufacturers use this term when referring to any given model year for production.
- O. **Published List Price:** A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- P. **Purchaser:** A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria or with vendor approval.
- Q. **Purchase Order:** A request for order from a purchaser to an awarded vendor for an item that has been awarded on this contract. Purchase orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes items to a purchaser.
- R. **Qualification Packet:** This document contains the required forms, attestations, authorizations, and organizational information needed by bidders to submit a successful and complete bid.
- S. **Terms & Conditions:** This document serves as the governing contract for the identified FSA contract and bid. Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a qualification packet during the bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties.

# **FLORIDA SHERIFFS ASSOCIATION**

## **Cooperative Purchasing Program**

### **Contract Terms and Conditions**

- T. Third Party Supplier: Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor.
- U. Vendor: The bidder that has been awarded, who agrees to provide the contract items that meet the requirements and base specifications of the contract. The vendor must agree to the contract terms and conditions, which will serve as the governing contract.
- V. Vendor Installed: A product or service provided by the vendor or other third party; not the factory.

#### **1.09 ELIGIBLE PURCHASERS OF CONTRACT**

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

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

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract.

#### **1.10 LEGAL REQUIREMENTS**

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

Bidders have the option to certify and agree to comply with federal regulations allowing for the acceptance of federal grant funds. By opting in bidders may be able to accept federal and state grant funds from purchasers. This is not a requirement of the bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of federal compliance. Appendix D outlines federal clauses found to generally apply with the FSA contracts. FSA has taken actions to provide and develop information, materials, and resources for bidders, vendors and purchasers that will assist in the use of federal grant dollars with this contract. It is the responsibility of the purchaser to determine compliance for each vendor, if they wish to use federal grant funds for purchase, or intend to request reimbursements using federal dollars.

See Appendix D for Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards for requirements that apply to this contract and to awarded vendors.

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

# **FLORIDA SHERIFFS ASSOCIATION**

## **Cooperative Purchasing Program**

### **Contract Terms and Conditions**

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

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

#### **1.12 FEDERAL AND STATE STANDARDS**

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable federal or State legal or regulatory requirements that become effective during the term of the contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the FSA immediately.

#### **1.13 UNDERWRITERS' LABORATORIES**

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

#### **1.14 AMERICANS WITH DISABILITIES ACT**

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

#### **1.15 REASONABLE ACCOMMODATION**

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

#### **1.16 DISADVANTAGED BUSINESSES**

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

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

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

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

Bidders self-identify in the qualification packet whether they meet the state and federal definitions of a disadvantaged business.

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

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

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

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

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

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

#### **1.20 TAX EXEMPTION**

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

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

#### **1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT**

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

- Addenda to Contract Terms and Conditions, if issued
- Contract Conditions

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- Addenda to Bid Specifications, if issued
- Bid Specifications
- Bidder Instructions
- General Conditions

## 1.22 COMMUNICATIONS

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

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

## 1.23 CLARIFICATION AND ADDENDA

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

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

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

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

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

## 1.24 SIGNED BID CONSIDERED AN OFFER

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

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## **1.25 ASSIGNMENT OF CONTRACT**

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

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

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

## **1.26 TERMINATION OF PRODUCT LINE**

If a vendor terminates a product line (manufacturer or brand), the vendor is required to notify the FSA within 10 business days of the decision not to retain the product line. FSA may remove the terminated products from the contract.

## **1.27 METHOD OF AWARD**

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation. The FSA reserves the right to make multiple awards for each item, if deemed in the best interest of the FSA and the purchasers. Awards will be posted on the FSA website according to the date posted in the bid calendar.

## **1.28 DEMONSTRATION OF COMPETENCY**

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA.

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

The FSA may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

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

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

#### **1.29 VENDOR ABILITY TO PERFORM**

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

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

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

#### **1.30 FINANCIAL RESPONSIBILITY**

Bidder affirms by the submission of the bid and by signature on the contract signature form that the bidder:

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

#### **1.31 QUALITY AND SAFETY**

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

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



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### 1.32 NONCONFORMANCE

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

Any violation of these stipulations may also result in:

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

### 1.33 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practical after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of bidders' products or services.

### 1.34 TIE BIDS

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

- Bidder within the State of Florida
- Vendors performance record with purchasers
- Coin Toss

### 1.35 RIGHT TO AUDIT

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

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

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may

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select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with vendor's employees, agents, assigns, successors, and third-party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the vendor's obligations to FSA.

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

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

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

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

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract. Where vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. The vendor shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the vendor or any person the vendor has designated in the completion of the contract as a result of the bid.

### **1.37 BID AND PERFORMANCE BONDS**

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

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

### **1.38 ELIMINATION FROM CONSIDERATION**

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

### **1.39 COLLUSION**

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may

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collectively choose to agree to increase or decrease the item base price in one or more zones to maximize awards thus denying purchasers a fair price.

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

Bidders may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealers which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

#### **1.40 DEFAULT**

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

#### **1.41 PROTESTS AND ARBITRATION**

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

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

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

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for

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arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

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

#### **1.42 NONPERFORMANCE**

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

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

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

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

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

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

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consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order consistent with vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the item is a base model or whether it includes options. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

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

### **1.43 SEVERABILITY**

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

### **1.44 TERMINATION FOR CAUSE**

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

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

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

### **1.45 TERMINATION WITHOUT CAUSE**

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

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

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

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

#### **1.46 CONTRACT ADVERTISMENT AND USE OF FSA LOGO**

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

Methods of use include, but are not limited to:

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

Vendors may request the logo by contacting [cpp@flsheriffs.org](mailto:cpp@flsheriffs.org), and should include a brief description of how the vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

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## **2.0 BIDDER INSTRUCTIONS**

### **2.01 QUALIFICATION**

Bidders are required to complete the qualification packet as part of the bid submission. A bidder becomes a qualified bidder if they comply with this section and Section 2.11, Mandatory Pre-Bid Meeting.

Qualification Packet information required for bid qualification include:

- Qualification form
  - Contact Information
  - Business Profile
  - References
  - Disqualifications & Defaults
  - Warranty Service Plan Attestation
  - Emergency Technician Attestation
- State compliance attestations
  - E-Verify
  - Drug-Free Workplace
  - Workers Compensation
  - Motor Vehicles Dealer and Brokers license
- Federal compliance attestations
  - Certification Regarding Debarment and Suspension
  - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist 2022
  - Certificates of Insurance due by September 26<sup>th</sup> for awarded vendors

The qualification packet is located on the bid system.

### **2.02 LICENSING AND FACILITIES**

Bidders are required to possess a Florida Motor Vehicle Dealer's License in order to bid on any motor vehicle.

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

If a bidder does not maintain a facility within the State of Florida, the bidder must have a plan as to how the bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;
- If the bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
  - Response time to initial call from purchaser,
  - Number of personnel available to service the contract,
  - Qualifications of personnel providing warranty work, and
  - Any additional information that would detail how warranty service would be provided.

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The sufficiency of the Warranty Service Plan may be evaluated by the FSA. The FSA reserves the right to request additional information from a bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA may also exercise discretion in examining such facility as deemed necessary.

#### **2.03 INSURANCE AND INDEMNIFICATION**

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

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

The Insurance Checklist summarizes the bidder's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five business days prior to the contract award date. The vendor may not begin performance under the contract until such Certificates have been approved by the FSA.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the vendor is acting as an independent contractor. The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.



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All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA.

It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

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

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

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

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

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

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

The FSA can request and the vendor shall furnish proof of insurance within seven calendar days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof. If bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

## 2.04 SPECIFICATIONS

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All items covered by this contract and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid system or FSA base specification. If awarded, bidders must supply an item that either meets or exceeds all the requirements included in the applicable specifications.

The bid specifications are contained in the FSA bid system, may be requested from FSA and are retained within FSA's archive. As part of the bid submission, all bidders will be required to provide information confirmation that the item bid meets the base specification or may have their bid rejected. Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with the contract specifications.

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

## **2.05 FIXED PRICES**

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension or price adjustment as provided herein.

## **2.06 DISCOUNTS**

Discounts listed in FSA22-VEL30.0 Pursuit, Administrative and Other Vehicles, and FSA22-VEH20.0 Heavy Vehicles and Buses bids shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturer's published list price for any item and options. The vendor has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts. Discount ranges are not permissible. Discounts must be a whole, positive percentage with no decimal place (e.g. 10%).

## **2.07 SEALED BIDS**

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

## **2.08 EXCEPTIONS**

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

## **2.09 MISTAKES**

Bidders are expected to examine the item specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

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## 2.10 EQUIVALENTS

Prior to the opening of the bid system, bidders may request item equivalents. The bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specification. If a bid uses equivalents without prior approval, the bid may be disqualified.

## 2.11 MANDATORY PRE-BID MEETING

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

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested authorization, signs a memo to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

## 2.12 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each item, make, and model must be priced and bid separately. Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. These prices must be inclusive of all of the components included in the base specification. Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined within these terms & conditions. The administrative fee is three quarters of one percent (.0075).

Prices must be Free On Board (FOB) destination.

## 2.13 OPTION PRICING

FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid system. The bidder shall offer a discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturer's published list price for any options included in the bid submission and quotes to purchasers, if awarded. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each option shall be decided by the bidder. The FSA has the discretion to disqualify bidders if the option pricing is excessive or if options listed are not available for the item bid.

Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base item. Bidders shall NOT use options to create an item that is available as another item bid on this ITB. The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the base specification will be determined nonresponsive and

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the bid will be rejected in whole or part by the FSA. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

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

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid. Government imposed fees should not be included in this option pricing.

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

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the bid system. Section 2.14 contains specific instructions and exceptions for emergency lights and sirens.

## **2.14 EMERGENCY LIGHTS AND SIRENS**

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

"Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties."

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

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

### **Bid Submission of Emergency Lights and Sirens**

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

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

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

## 2.15 SUBMITTAL OF BID

Bidders must submit a bid electronically using the bid system. Bid submissions include pricing for the base specification, option descriptions and pricing, and any applicable lighting/siren pricing, as well as required documentation. The bid must be received by the date and time specified on the Bid Calendar seen in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

### Bid System: VendorLink

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

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

### Bid Submission

To ensure correct bid submittal and formatting, bidders shall:

- Input a bid price for each item by zone.
- Upload files as instructed in the bid system; files requested will be in Excel or .pdf.
- Follow all instructions outlined in this ITB and provide all requested information.

The bid shall include the following documents:

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

### Option Upload

An option sheet should be submitted for each item bid. The bid system will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA contract title and number, the bidder name, item number, make and model. Information required for the bid submission must comply with the terms and conditions. Each option sheet should include:

- Manufacturer order code
- Description
- Price

Bidders may also choose to add MSRP and the discount offered to their option pricing sheet. If option pricing is not uploaded correctly, FSA may require bidders to correct the issue, but bidders may not modify the price.

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FSA may ask awarded bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA. FSA is not responsible for bidder's improper use of the bid system. Exceptions will be granted to this section should any bid system malfunctions occur.

## **2.16 ZONE BIDDING**

Bidders may bid in one or more geographic zones. The zone map is included in Appendix A. Bidders must submit pricing for each zone they wish to be evaluated.

## **2.17 EXECUTION OF BID**

By submitting a response to this Invitation to Bid, the bidder agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All terms and conditions are applicable throughout the term of the contract and not specific to any given year, make or model.

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## **2.18 MODIFICATION OR WITHDRAWALS OF BIDS**

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

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

## **2.19 LATE BIDS**

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

## **2.20 BID OPENING**

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

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

## **2.21 DETERMINATION OF RESPONSIVENESS**

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the contract. As set forth in Section 2.26, FSA reserves the right to waive or allow a vendor to correct minor irregularities.

## **2.22 RESPONSIBLE BIDDER CRITERIA**

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

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

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

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

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

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

#### **2.23 BASIS FOR AWARD**

The FSA shall make awards to the lowest bidder by item, by manufacturer, and by zone to bidders deemed to be responsive and responsible. Awards may also be made to the second and third lowest bidders by item, by manufacturer and by zone, and determined to be in the best interest of the FSA and the purchaser. FSA has the discretion to consider option pricing in making the award. Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management. See Appendix D, II to 2 CFR Part 200.

FSA reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest.

#### **2.24 FIRM BID**

Bidder warrants by virtue of bidding it is submitting a firm bid and the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening, and if awarded, through the duration of the contract unless otherwise addressed by a contract extension or price adjustment as provided in this contract.

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

#### **2.25 BID TABULATIONS**

The Bid Tabulation report will be posted on the FSA Cooperative Purchasing Program website after the bid submission closes.

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

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

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



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However, the FSA will not request and a bidder may not provide the FSA with additional materials that affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders.

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

## **2.27 CONE OF SILENCE**

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

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### **3.0 CONTRACT CONDITIONS**

#### **3.01 GENERAL REQUIREMENTS**

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA and the awarded vendor. The terms and conditions apply to all items purchased from this contract.

#### **3.02 STATEMENT OF AUTHORITY**

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

#### **3.03 VENDOR CONTACT INFORMATION**

The vendor shall maintain current contact information with FSA at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the vendor must notify FSA immediately.

#### **3.04 ADDITIONS OR DELETIONS**

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

#### **3.05 CONTRACT EXTENSION**

##### Contract Extension

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

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

##### Month-to-Month Continuation

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

#### **3.06 PRICE ADJUSTMENT**

This contract provides the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design

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- Manufacturer Certified Adjustments
- Equitable Adjustments

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

#### **Annual Price Adjustment**

The FSA may consider annual price adjustments due to:

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

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

#### **Changes to Manufacturer Production or Design**

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

#### **Manufacturer Certified Adjustments**

Vendors must provide documentation from the manufacturer to FSA that shows a legitimate need for price adjustments.

#### **Equitable Adjustments**

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

### **3.07 CONDITIONS**

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

### **3.08 PRODUCTION CUTOFF**

Vendors shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA may consider substitutions from the same manufacturer.

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### 3.09 FACILITIES

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

### 3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

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

[State of Michigan, Vehicle Test Team of the Michigan State Police \(MSP\) Precision Driving Unit](#)

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

### 3.11 SPECIAL SERVICE VEHICLES

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

### 3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the vendor without any required additional upfitting by the vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

### 3.13 FACTORY-INSTALLED OPTIONS

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

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

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### **3.14 VENDOR-INSTALLED OPTIONS**

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

### **3.15 NON-SCHEDULED OPTIONS**

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

### **3.16 FORCE MAJEURE**

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

### **3.17 ORDER**

To initiate a purchase, a purchase order must be issued to the vendor, which includes:

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

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

A Confirmation of Order form shall be completed by the vendor and provided to the purchaser and FSA fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the vendor from the purchaser.

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

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

### **3.18 REGISTRATION, TAG, AND TITLE**

Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

### **3.19 DELIVERY**

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

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

1. Copy of the purchase order.
2. Copy of the FSA base specification.
3. Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

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

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

When items require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification

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by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the vendor until the items are satisfactory and accepted by the purchaser.

### **3.20 INSPECTION AND ACCEPTANCE**

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

### **3.21 INVOICING AND PAYMENTS**

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. The Local Government Prompt Payment Act will apply to ensure timely payment of vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

### **3.22 WARRANTY**

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

### **3.23 PURCHASE ORDERS**

The vendor must submit electronic copies of purchase orders within fifteen (15) calendar days of the purchase order issue date. Emails shall be sent to [coop@flsheriffs.org](mailto:coop@flsheriffs.org). Purchase orders received by the vendor after this deadline must be submitted to FSA as soon as possible with the date received by the vendor and cause for the delay. Purchase orders should contain the following required information:

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

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

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### 3.24 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to [reports@flsheriffs.org](mailto:reports@flsheriffs.org). The quarterly report template shall be submitted using an Excel workbook provided by FSA. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting vendor for correction.

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

Contract Year: October 1, 2022 – September 30, 2023

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

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a vendor has no sales within a quarter, the vendor shall indicate “No sales this quarter” on the top row of the sales worksheet. If the vendor has no deliveries in a given quarter, the vendor shall indicate “No deliveries this quarter” on the top row of the delivery worksheet.

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

### 3.25 ADMINISTRATIVE FEE

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

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

The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

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



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

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

### 3.26 LIQUIDATED DAMAGES

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

Failure to submit the administrative fee with accompanying quarterly reports to FSA within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16<sup>th</sup> day following the end of the quarter.

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

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

#### Schedule of Liquidated Damages

Failure to submit quarterly report on time	\$25 per calendar day
Failure to submit administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA within 15 calendar days of the purchase order issue date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

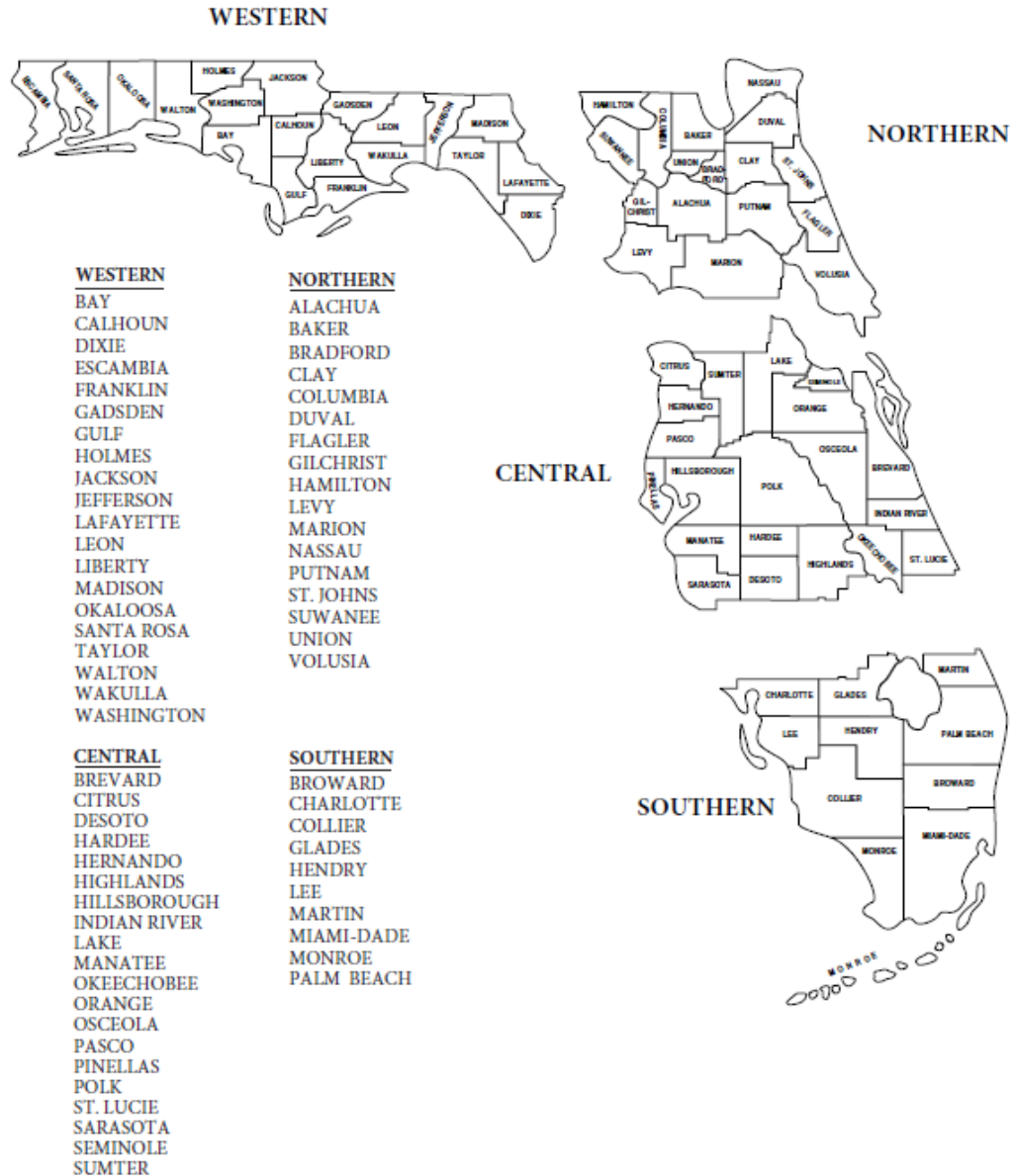
# FLORIDA SHERIFFS ASSOCIATION

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#### Appendix A: Zone Map

### FSA CONTRACT ZONE MAP



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Appendix B Bid Calendars

**FSA22-VEL30.0 Pursuit, Administrative and Other Vehicles**  
**FSA22-VEH20.0 Heavy Trucks**

<b>BID CALENDAR ITEM</b>	<b>DATE</b>
Bid Announcements	5/17/22 & 5/31/22
Voluntary Workshop for Interested Bidders on Pursuit Rated & Admin	5/4/2022
Voluntary Workshop for Interested Bidders on Heavy Trucks & Buses	5/5/2022
Mandatory Pre-Bid Meeting FSA22-VEL30.0	7/12/2022
Mandatory Pre-Bid Meeting FSA22-VEH20.0	7/13/2022
FSA Bid System Training For Bidders	7/19/2022
Request for Clarifications Due to FSA	7/25/2022
FSA Response to Request for Clarifications	8/1/2022
Cone of Silence	8/4/22-9/16/22
Bid System Open	8/4/2022
Bid Submissions Due	8/25/2022
Public Bid Opening	8/26/2022
Bid Tabulations Posted	8/26/2022
Bid Evaluation	9/13-16/22
Intent To Award Posted	9/16/2022
Effective Date Of New Contract	10/1/2022

\* FSA will complete the mandatory pre-bid meeting via ZOOM

For the most up to date information, please refer to <https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements>

\* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA's website, emailed to interested bidders, or can be found in Florida Administrative Register (as appropriate) for the dates published.

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Appendix C: ACH Payments



*Protecting, Leading & Uniting...since 1893*

**FLORIDA SHERIFFS ASSOCIATION**

2617 Mahan Drive, Tallahassee, Florida 32308  
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165

f: (850) 878-8665

[www.flsheriffs.org](http://www.flsheriffs.org)



**TO:** All Customers of the Florida Sheriffs Association

**SUBJECT:** Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account

Capital City Bank

Routing Number: 063100688

Account Number: 0010867001

Please email any payment remittance information to [accounting@flsheriffs.org](mailto:accounting@flsheriffs.org).

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

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

Sincerely,

*Trish Eldridge*

Director of Accounting and Finance  
Florida Sheriffs Association

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Appendix D: Federal Clauses

**. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS**

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.
Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction projects)	All	All	All>\$10,000	All	All
Special DOL EEO clause for construction projects				>\$10,000	
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.	>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.	>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.
Resolution of Disputes, Breaches, or Other Litigation	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Cargo Preference			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Fly America	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.

**PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES**

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**B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS (Continued)**  
(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
Davis-Bacon Act				>\$2,000 (also ferries).	
Contract Work Hours and Safety Standards Act		>\$100,000 (transportation services excepted).	>\$100,000	>\$100,000 (also ferries).	
Copeland Anti-Kickback Act Section 1 Section 2				All > \$2,000 (also ferries).	
Bonding				\$100,000	
Seismic Safety	A&E for new buildings & additions.			New buildings & additions.	
Transit Employee Protective Arrangements		Transit operations.			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit operations.			
Alcohol Misuse and Testing		Transit operations.			
Patent Rights	R & D				
Rights in Data and Copyrights	R & D				
Energy Conservation	All	All	All	All	All
Recycled Products		EPA-selected items \$10,000 or more annually.		EPA-selected items \$10,000 or more annually.	EPA-selected items \$10,000 or more annually.
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.

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This content is from the eCFR and is authoritative but unofficial.

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## Title 2 - Grants and Agreements

### Subtitle A - Office of Management and Budget Guidance for Grants and Agreements

#### Chapter II - Office of Management and Budget Guidance

#### Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

#### Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by

Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.



(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

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\*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

#### **ACCESS TO RECORDS AND REPORTS**

49 U.S.C. § 5325(g)

2 C.F.R. § 200.333

49 .F.R. part 633

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FSA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
4. Access to the Sites of Performance. The Contractor agrees to permit FSA and its contractors access to the sites of performance under this contract as reasonably may be required.

#### **BUS TESTING**

49 U.S.C. § 5318(e)

49 C.F.R. part 665

The operator of the bus testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the recipient during the point in the procurement process specified by the recipient, but in all cases before final acceptance of the first bus by the recipient. The complete bus testing reporting requirements are provided in 49 C.F.R. § 665.11. Although no specific certification and bus testing language is required, recipients can draw on the following language for inclusion in their federally funded procurements.

##### **Bus Testing**

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

#### **BUY AMERICA REQUIREMENTS**

49 U.S.C. 5323(j)

49 C.F.R. part 661

The Buy America regulation at 49 C.F.R. § 661.13 requires notification of the Buy America

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## Cooperative Purchasing Program

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requirements in a recipients' bid or request for proposal for state or federally funded contracts. Recipients can draw on the following language for inclusion in their federally funded procurements. Note that recipients are responsible for including the correct Buy America certification based on what they are acquiring. Recipients should not include both the rolling stock and steel, iron, or manufactured products certificates in the documents unless acquiring both in the same procurement.

#### *Buy America*

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. The [bidder or offeror] must submit to [Recipient] the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

#### CARGO PREFERENCE REQUIREMENTS

46 U.S.C. § 55305

46 C.F.R. part 381

The Cargo Preference Act of 1954 requirements applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.

The Maritime Administration (MARAD) regulations at 46 C.F.R. § 381.7 contain suggested contract clauses.

Cargo Preference - Use of United States-Flag Vessels

The contractor agrees:

1. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
2. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FSA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
3. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

#### CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q

33 U.S.C. §§ 1251-1387

2 C.F.R. part 200, Appendix II (G)

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FSA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

# FLORIDA SHERIFFS ASSOCIATION

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#### CIVIL RIGHTS LAWS AND REGULATIONS

##### Civil Rights and Equal Opportunity

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FSA may issue. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal
2. Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FSA may issue.
3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FSA may issue.
4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FSA may issue.

#### DISADVANTAGED BUSINESS ENTERPRISE (DBE)

##### 49 C.F.R. part 26

It is the policy of the AGENCY and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in government assisted contracts.

It is also the policy of the AGENCY to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;

# **FLORIDA SHERIFFS ASSOCIATION**

## **Cooperative Purchasing Program**

### **Contract Terms and Conditions**

2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the AGENCY deems appropriate.

For the purpose of this Contract, the AGENCY will accept DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program (UCP)]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status; or
3. Certified by another agency approved by the AGENCY.

The DBE Certification Program is a Federal Program designed for business owners deemed "socially and economically disadvantaged." A Disadvantaged Business Enterprise (DBE) is a for-profit, independent small business concern that is:

1. At least 51% owned by one or more individuals who are both socially and economically disadvantaged; and
2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

To achieve DBE status a business must meet the following criteria:

1. Must be an existing "for-profit" business that is currently operational;
2. Must meet the federal definition of a small business concern;
3. Must be an independent business which does not depend on its relationships with another firm or firms. If it is a subsidiary of a corporation, the business must still operate in a self-sufficient manner;
4. The qualifying owner(s) must meet the federal definition of "socially and economically disadvantaged" individuals;
5. The qualifying owner(s) must own a minimum of 51% of the company; and have an investment in their company;
6. The qualifying owner(s) cannot have a net worth that exceeds \$1.32 million (excluding the owner's business and primary residence);
7. The qualifying owner(s) must have day-to-day control of operations and possess an expertise in their work specialty.

The Unified Certification Program (UCP) provides "one-stop shopping" where disadvantaged businesses that meet the DBE certification requirements and become certified are eligible to be used to meet the DBE goal requirements on any project with funding from the U.S. Department of Transportation. The UCP eliminates the need for multiple DBE certifications with recipients of funding from the U.S. Department of Transportation (USDOT). In Florida, DBE UCP Certifying Members shall make certification decisions on behalf of all recipients in the state, with respect to participation in the U.S. Department of Transportation DBE Program.

1. The UCP shall provide "one-stop shopping" to applicants for certification, such that an applicant is required to apply only once for a DBE certification and all recipients in the state will honor that certification.

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2. All obligations of recipients with respect to certification and nondiscrimination must be carried out by UCPs, and recipients may use only UCPs that comply with the certification and nondiscrimination requirements of 49 CFR Part 26.
3. A UCP is not required to process an application for certification from a firm having its principal place of business outside the state of Florida if the firm is not certified by the UCP in their "home state", where it maintains its principal place of business.
4. A UCP DBE Directory containing all firms certified by the Florida DBE UCP Program is available to the public electronically, on the internet. The DBE Directory is updated as additions/changes are made. The web address for the DBE Directory is <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>

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**EMPLOYEE PROTECTIONS**

49 U.S.C. § 5333(a)

40 U.S.C. §§ 3141 – 3148

29 C.F.R. part 5

18 U.S.C. § 874

29 C.F.R. part 3

40 U.S.C. §§3701-3708

29 C.F.R. part 1926

The recipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In addition, recipients can draw on the following language for inclusion in their federally funded procurements.

The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the agency, and the Contractor will permit such representatives to interview employees during working hours on the job. The contractor shall require the inclusion of the language of this clause within subcontracts of all Tiers.

**ENERGY CONSERVATION**

42 U.S.C. 6321 et seq.

49 C.F.R. part 622, subpart C

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**FLY AMERICA**

49 U.S.C. § 40118

41 C.F.R. part 301-10

48 C.F.R. part 47.4

# FLORIDA SHERIFFS ASSOCIATION

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#### Fly America Requirements

Definitions. As used in this clause--

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. “United States” means the 50 States, the District of Columbia, and outlying areas. “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows: Statement of Unavailability of U.S.-Flag Air Carriers International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

#### GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180

2 C.F.R part 1200

2 C.F.R. § 200.213

2 C.F.R. part 200 Appendix II (I)

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The debarment and suspension certification within the FSA CPP procurement package is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the



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## **Cooperative Purchasing Program**

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requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **LOBBYING RESTRICTIONS**

31 U.S.C. § 1352

2 C.F.R. § 200.450

2 C.F.R. part 200 appendix II (J)

49 C.F.R. part 20

The contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The lobbying restrictions certification within the FSA CPP procurement package is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

#### **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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#### **PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES**

49 U.S.C. 5323(m)

49 C.F.R. part 663

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663.

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

49 U.S.C. § 5323(l) (1)

31 U.S.C. §§ 3801-3812

18 U.S.C. § 1001

49 C.F.R. part 31

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **TERMINATION**

2 C.F.R. § 200.339

2 C.F.R. part 200, Appendix II (B)

The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

##### **Termination for Default [Breach or Cause] (General Provision)**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery of performance schedule, may allow the

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Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate Conditions.

If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of AGENCY goods, the Contractor shall, upon direction of the AGENCY, protect and preserve the goods until surrendered to the AGENCY or its agent. The Contractor and AGENCY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

#### **VIOLATION AND BREACH OF CONTRACT**

2 C.F.R. § 200.326

2 C.F.R. part 200, Appendix II (A)

Applicability to Contracts

All contracts in excess of the Simplified Acquisition Threshold (currently set at \$150,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate. The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action. Should

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either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing

# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

<b>Sales Quote No.</b>	463018
<b>Customer No.</b>	NPBPD

<b>Bill To</b>
NORTH PALM BEACH POLICE DEPT 560 US HIGHWAY1 NORTH PALM BEACH, FL 33408

<b>Ship To</b>
NORTH PALM BEACH POLICE DEPT 560 US HIGHWAY1 NORTH PALM BEACH, FL 33408

**Contact:** GEORGE HACHIGIAN  
**Telephone:** 561-848-2525  
**E-mail:** ghachigian@village-npb.com

**Contact:** GEORGE HACHIGIAN  
**Telephone:** 561-848-2525  
**E-mail:** ghachigian@village-npb.com

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
11/03/22	GROUND SHIPMENT		NO CHARGE FOR FREIGH	(1) EXPEDITION ADMIN	NET30	
Entered By			Salesperson	Ordered By		Resale Number
Edwin Salgado			EDWIN SALGADO-Miami	HATCH		85-8012646341C-6
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	ETSA461HPP SOI 400 Series Handheld Siren Warehouse: MIAM      Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$856.00		350.0000	350.00
1	1	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: MIAM      Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$389.00		145.0000	145.00
1	1	Y	ENFWB0004N SOI 8-HEAD 12 LED DUAL COLOR INTERIOR LIGHT BAR Warehouse: MIAM      Vin #: Ford Expedition (2018-22) Split Front (DRV)  D12  D12  D12  D12  D12  D12  D12  (PAS)  R_W  R_W  R_W  R_W  B_W  B_W  B_W  B_W  Accessories: PNFLBSPLT1 DSC w/ Breakout Box (Included) EOS# QE111959  SOI: SOUND OFF @ 45% OFF, LIST PRICE \$2,108.00		865.0000	865.00

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# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

<b>Sales Quote No.</b>	463018
<b>Customer No.</b>	NPBPD

## Bill To

NORTH PALM BEACH POLICE DEPT  
 560 US HIGHWAY1  
 NORTH PALM BEACH, FL 33408

## Ship To

NORTH PALM BEACH POLICE DEPT  
 560 US HIGHWAY1  
 NORTH PALM BEACH, FL 33408

**Contact:** GEORGE HACHIGIAN  
**Telephone:** 561-848-2525  
**E-mail:** ghachigian@village-npb.com

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**Telephone:** 561-848-2525  
**E-mail:** ghachigian@village-npb.com

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
11/03/22	GROUND SHIPMENT			NO CHARGE FOR FREIGH	(1) EXPEDITION ADMIN	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Edwin Salgado			EDWIN SALGADO-Miami		HATCH		85-8012646341C-6
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	ENFWB00Y9R SOI N Force Rear Deck Int. Light Bar Warehouse: MIAM      Vin #: Ford Expedition (2018-22) Solid Rear (DRV)  D12  D12  D12  D12  D12  (PAS)  R_W  A_W  R_W  B_W  A_W  B_W  Accessories: PNFLBSPLT1 DSC w/ Breakout Box (Included) EOS# QE111959			675.0000	675.00
4	4	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$2,108.00 ELUC3H010J SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/BLUE Warehouse: MIAM      Vin #: (4) CORNER LED'S			58.0000	232.00
4	4	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$166.00 EMPS2STS5RBW SOI MPOWER FASCIA 4"18-LED STUD MNT RED/BLUE/WHI Warehouse: MIAM      Vin #: (4) GRILL LIGHTS  SOI: SOUND OFF @ 45% OFF, LIST PRICE \$272.00			106.0000	424.00

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# Sales Quote

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**4809 KOGER BLVD**  
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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
11/03/22	GROUND SHIPMENT		NO CHARGE FOR FREIGH	(1) EXPEDITION ADMIN	NET30	
Entered By			Salesperson	Ordered By		Resale Number
Edwin Salgado			EDWIN SALGADO-Miami	HATCH		85-8012646341C-6
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
4	4	Y	PMP2BKDGAJ SOI 4" mPOWER 90 DEGREE MOUNTING BRACKET, BLACK Warehouse: MIAM      Vin #: (4) GRILL LIGHT BRACKETS		6.5000	26.00
6	6	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$16.00 EMPSA05C3-8 SOI MPOWER 4X2 36-LED STUD MNT RED/BLUE/WHITE Warehouse: MIAM      Vin #: (2) FRONT FOG LIGHT AREA (2) REAR SIDE DOORS (2) REAR SIDE CARGO WINDOWS		161.0000	966.00
4	4	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$391.00 PMPSABKDGAJ SOI Adjustable mounting bracket for 4x2 MPower Warehouse: MIAM      Vin #: (2) REAR SIDE DOOR BRACKET (2) REAR SIDE CARGO WINDOW BRACKET  SOI: SOUND OFF @ 45% OFF, LIST PRICE \$41.00		18.0000	72.00

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**4809 KOGER BLVD**  
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<b>Sales Quote No.</b>	463018
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Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
11/03/22	GROUND SHIPMENT			NO CHARGE FOR FREIGH	(1) EXPEDITION ADMIN	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Edwin Salgado			EDWIN SALGADO-Miami		HATCH		85-8012646341C-6
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	Y	EMPS2STS5RBA SOI MPOWER FASCIA 4"18-LED STUD MNT RED/BLUE/AMB Warehouse: MIAM Vin #: (2) UNDER REAR HATCH DOOR			106.0000	212.00
2	2	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$272.00 ESLRL61058 SOI 61" SL RUNNING LIGHT RED/BLUE/WHITE - UNIVERSA Warehouse: MIAM Vin #: (2) RUNNERS			275.0000	550.00
2	2	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$624.00 PSLVBK05 SOI UNIVERSAL MOUNTING KIT NLINE RUNNING LIGHTS Warehouse: MIAM Vin #: (2) RUNNER BRACKETS			21.0000	42.00
1	1	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$47.00 ECVDMLTAL00 SOI UNIVERSAL DOME LIGHT ALL LED, RED/CLEAR Warehouse: MIAM Vin #: (1) DRIVER DOME LIGHT  SOI: SOUND OFF @ 45% OFF, LIST PRICE \$137.00			62.0000	62.00

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Entered By			Salesperson		Ordered By		Resale Number
Edwin Salgado			EDWIN SALGADO-Miami		HATCH		85-8012646341C-6
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	ECVDMLTST2 SOI INTERIOR DOME LIGHT,FLUSH SURF MNT 7" X 3"-WHI Warehouse: MIAM      Vin #: (1) REAR HATCH DOOR			37.0000	37.00
1	1	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$82.00 LOFT-EXPED19-GV LUND 2019+ EXPEDITION LOFT SINGLE GUN MNT AR 15 Warehouse: MIAM      Vin #: SINGLE GUN MOUNT LARGE GUN LOCK.			760.0000	760.00
1	1	Y	LUND @ 10% OFF, LIST PRICE \$ 845.00 LOFT-EXPED19-NPKIT LOFT Non-Partition Mount Kit Warehouse: MIAM      Vin #: LUND @ 10% OFF, LIST PRICE \$ 215.00			193.0000	193.00
1	1	Y	TK0839EPD18 SMC STD CARGO BOX W/ELECTRONIC LOCK-2018+ EXPD Warehouse: MIAM      Vin #: SMC: SETINA @ 30% OFF, LIST PRICE \$1,589.00			1,110.0000	1,110.00
1	1	Y	TF0237EPD18 SMC FREE STANDING CARGO BRKT KIT Warehouse: MIAM      Vin #: SMC: SETINA @ 30% OFF, LIST PRICE \$ 169.00			118.0000	118.00

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# Sales Quote

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**4809 KOGER BLVD**  
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<b>Sales Quote No.</b>	463018
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Entered By			Salesperson		Ordered By		Resale Number
Edwin Salgado			EDWIN SALGADO-Miami		HATCH		85-8012646341C-6
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	WAG-3718 WAG SLIMLINE 800W INVERTER Warehouse: MIAM      Vin #: (1) POWER INVERTER			89.0000	89.00
1	1	Y	WAG 3% OFF CATALOG NOT LISTED LIST PRICE \$ 114.95 ML150LR-1019 MAG LED RECHARGEABLE FLASHLIGHT, A/C & DC ADAP Warehouse: MIAM      Vin #: MAGLITE @ 15% OFF, LIST PRICE 120.00			100.0000	100.00
2	2	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: MIAM      Vin #: CATALOG NOT LISTED @ 3% OFF, LIST PRICE \$ 39.95			38.0000	76.00
1	1	Y	CU-017821-001 COOPER HARRIS Ruggedized HandHeld Controller for M7300 Warehouse: MIAM      Vin #: COOPER: CATALOG NOT LISTED @ 3% OFF LIST PRICE \$1,050.00			849.0000	849.00
1	1	Y	CA-018399-001 Cooper RHHC Interface Cable for handheld Warehouse: MIAM      Vin #: COOPER: CATALOG NOT LISTED @ 3% OFF LIST PRICE \$ 250.00			190.0000	190.00

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Entered By			Salesperson		Ordered By		Resale Number
Edwin Salgado			EDWIN SALGADO-Miami		HATCH		85-8012646341C-6
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	14002-0174-07 COOPER Cable,Option,Speaker Only,HHC-731 Warehouse: MIAM Vin #: COOPER: CATALOG NOT LISTED @ 3% OFF LIST PRICE \$ 210.00			170.0000	170.00
1	1	Y	SHOP-MIAMI 100 AMP RESETTABLE BREAKER, 6 GANG FUSE PANEL Warehouse: MIAM Vin #:			125.0000	125.00
1	1	N	(2) EXTENSION CABLE FOR POWER INVERTER AND TERMINAL BOXES. TERMINAL BOXES TO BE MOUNTED ON FRONT CONSOLE. INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: MIAM Vin #:			1,625.0000	1,625.00
1	1	N	INSTALLATION BY EVT CERTIFY INSTALLERSINSTALL INCLUDES ALL ABOVE EQUIPMENT. LABOR RATE AS PER MIAMI CONTRACT @ \$65.00 PER HOUR LABOR HOURS PER VEHICLE: 25 INSTALL DSS INSTALLATION OF POLICE RADIO Warehouse: MIAM Vin #: INSTALL OF CUSTOMER PROVIDED POLICE RADIO W/ ROOF MOUNTED ANTENNA. LABOR RATE AS PER MIAMI CONTRACT @ \$65.00 PER HOUR LABOR HOURS PER VEHICLE: 3.0			195.0000	195.00

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Entered By		Salesperson	Ordered By	Resale Number	
Edwin Salgado		EDWIN SALGADO-Miami	HATCH	85-8012646341C-6	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	TINT-MIAMI 7 TINT MIAMI (7) WINDOWS / SUV W/SUNSTRIP Warehouse: MIAM Vin #: PER MIAMI CONTRACT: ADD-ON Services - Window Tinting with Labor Included for Sports Utility Vehicles 15% ALL AROUND 15% SUNSTRIP  ** 2023 EXPEDITION, ADMIN **  ** PRICES PER CITY OF MIAMI CONTRACT #1301386 WITH ADDITIONAL DISCOUNT APPLIED **  Approved By: _____ <div><input type="checkbox"/> Approve All Items &amp; Quantities</div> Quote Good for 30 Days	140.0000	140.00

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<b>Subtotal</b>	10,398.00
<b>Freight</b>	0.00
<b>Order Total</b>	10,398.00

# City of Miami

## CONTRACT AWARD

### Procurement Department

IFB NO: 1301386(26)  
DESCRIPTION: PURCHASE AND INSTALLATION OF MUNICIPAL VEHICLE EQUIPMENT CITYWIDE  
TERM OF CONTRACT: THREE (3) YEARS, WITH OTR FOR ONE (1) ADDITIONAL TWO (2) YEAR PERIODS  
CONTRACT PERIOD: JULY 26, 2021 THROUGH JULY 25, 2024  
COMMODITY CODE: 05557-00

#### SECTION #1 – VENDOR AWARD

**Dana Supply, Inc.**  
1620 NW 82<sup>nd</sup> Ave.  
Doral, FL 33126  
**Contact:** Mark Sevigny  
**Phone:** (800) 854-5536  
**Email:** [msevigny@1dss.com](mailto:msevigny@1dss.com)

**Public Safety Supply, LLC**  
750 West 18<sup>th</sup> Street  
Hialeah, FL 33010  
**Contact:** Alberto Espinosa  
**Phone:** (305) 986-1373  
**Email:** [fireal@me.com](mailto:fireal@me.com)

**The Shyft Group Upfit Services, Inc.**  
**dba Strobes-r-us**  
1541 Reynolds Road  
Charlotte, MI 48813  
**Contact:** Ryan L. Roney  
**Phone:** (517) 997-3803 x3803  
**Email:** [Ryan.Roney@theshyftgroup.com](mailto:Ryan.Roney@theshyftgroup.com)

#### SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

CC AWARD DATE:	JULY 8, 2021	AMENDED AMOUNT:	N/A
RESOLUTION NO:	21-0284	INSURANCE REQUIREMENTS:	YES
FILE ID:	9151	PERFORMANCE BOND:	N/A
TOTAL CONTRACT AMOUNT:	N/A	APPLICABLE ORDINANCES:	N/A

**Notes:** CONTRACT PERIOD: JULY 26, 2021 THROUGH JULY 25, 2024

#### SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAMI, DEPARTMENT OF GSA  
**Contract Administrator:** John Babos  
**Phone:** (305) 329-4874

#### SECTION #4 - PROCURING AGENCY

CITY OF MIAMI, DEPARTMENT OF PROCUREMENT  
**Buyer:** Cris Lima  
**Phone:** (305) 416-1904

**Prepared By:** Aimee Gandarilla, 7/13/2021

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION  
CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT:  
[WWW.MIAMIGOV.COM/PROCUREMENT](http://WWW.MIAMIGOV.COM/PROCUREMENT)