




Date: February 15, 2018
To: Col. Tom Harrington, Department of Administration
Thru: Neesa B. Warlen, Esq., C.P.A. Director, Purchasing Bureau
From: Irene Costa, Contract Manager 
Subject: Award Recommendation: RLI #18007IC - ALS Transport Units, Accessories and Equipment

A. Purchasing Approvals:

1. Is this contract for goods or services of \$1 million or more? Yes No . If yes, is the vendor on the Scrutinized Companies List per Florida Statute Chapter 287.135.? Yes No. If yes, STOP, CANNOT ENTER INTO A CONTRACT. If no, continue.
2. Is the Vendor on the Public Entities Crime List Yes No. If yes, STOP, CANNOT ENTER INTO A CONTRACT. If no, continue.
3. Is this contract being paid through a grant? Yes No. If yes, is the vendor on the SAMS Excluded list? Yes No. If yes, STOP, CANNOT ENTER INTO A CONTRACT. If no, continue.

B. Summary

On December 29, 2017 the above referenced RLI was released. Questions from potential Proposers were accepted through January 19, 2018. Responses were received on February 1, 2018 from a total of two (2) vendors including -0- CBE/SBE vendors, as follows:

ETR, LLC
TEN-8 FIRE EQUIPMENT, INC.

The Selection Committee (S-C) was comprised of the following:
Assistant Chief Benjamin Rudbeck, Fire Rescue
Division Chief Edward Pidermann, Fire Rescue
Scott Barnett, Fleet Manager

Technical Committee:
Division Chief Tammy Nugent
Victor Goizueta – Fire Rescue Fleet Coordinator
Chief Vincent Cinque

Proposals were forwarded to the S-C including information regarding any CBE/SBE firms. On February 12, 2018, the Selection Committee met and shortlisted both firms to provide a Presentation before the S-C. On February 14, 2018, Presentations were held, and the Selection Committee recommended award to both firms; consequently both firms were ranked #1.

Recommend award to both firms: ETR, LLC and Ten-8 Fire Equipment, Inc., proceed to negotiations if required and preparation of agreement. These services are:

in the estimated amount of \$ 5,000,000 over the next three to five years.

Other: additional units may be ordered as a result of this RLI as funding becomes available, which could increase the estimated amount of award.

Attachments:

Scoring Tally

Meeting Minutes – Presentations/Ranking

Proposals:

ETR, LLC

Ten-8 Fire Equipment, Inc.

Printouts of:

Dept. of Management Services Convicted Vendor List

State of Florida Scrutinized List

C. Approvals:

APPROVAL AUTHORITY:

Recommendation is **Approved** **Not Approved**.



Col. Tom Harrington, Administration

2-16-18

Date

Recommendation is **Approved** **Not Approved**.



Neesa Warren, Director of the Purchasing Bureau

2/15/18

Date

AGREEMENT
BETWEEN
THE BROWARD SHERIFF'S OFFICE
AND
TEN-8 FIRE EQUIPMENT, INC

THIS AGREEMENT ("Agreement") is made and entered into by and between the Broward Sheriff's Office (hereinafter referred to as ("SHERIFF") and TEN-8 FIRE EQUIPMENT, INC., a Florida Corporation (hereinafter referred to as ("TEN-8"), this 29TH day of May, 2018.

WITNESSETH:

WHEREAS, SHERIFF issued a Request for Letter of Interest (RLI) for ALS Transport Units, Accessories and Equipment and Equipment under RLI # 18007IC;

WHEREAS, TEN-8 desires to provide such services to the SHERIFF under the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

A. Agreement - means this document including any exhibits, schedules and attachments attached hereto and those documents that are set forth in this Agreement as being expressly incorporated herein by reference, RLI 18007IC and TEN-8's proposal in response to the RLI.

B. Apparatus – including, but not limited to, ALS Transport Units, Remounts, Equipment and Accessories.

ARTICLE II
SCOPE OF SERVICES

SHERIFF is desirous of purchasing new or remount ALS Transport Units, the type and quantity to be determined by SHERIFF. TEN-8 submitted a Response to SHERIFF's RLI and included pricing options for apparatus, accessories and equipment. Upon request of SHERIFF, TEN-8 will manufacture, assemble and/or provide Apparatus, accessories and/or equipment to SHERIFF pursuant to the RLI and TEN-8's proposal thereto, which are both incorporated herein by reference. SHERIFF and TEN-8 will execute applicable purchase orders and/or contracts to facilitate the purchase of the apparatus, accessories or

equipment. Timelines for delivery will be agreed upon by the Parties.

ARTICLE III
MANNER OF PERFORMANCE

TEN-8 shall perform all services to the utmost professional standards.

TEN-8 agrees to perform, at all times faithfully, industriously, and to the best of its ability, experience, and talent, all of the duties that may be required of and from it pursuant to the express and implicit terms of this Agreement.

The quality of TEN-8's Deliverables provided to or on behalf of SHERIFF shall be comparable to the best local and national standards.

ARTICLE IV
CONFLICT OF INTEREST

TEN-8 assures the SHERIFF that to the best of its knowledge, the signing of this Agreement does not create any conflict of interest between itself, its associates, any principal of its firm or any member or employee of the SHERIFF.

ARTICLE V
RISK OF LOSS

TEN-8 shall bear the risk of loss from any casualty to any products and goods, regardless of the cause, during the transportation and delivery of the goods to SHERIFF at 2308B SW 42 Street, Dania Beach, FL.

ARTICLE VI
TERM

This Agreement shall commence when executed by both Parties and remain in effect for five (5) years unless otherwise renewed or terminated as provided herein. The Agreement may be renewed for five one year renewal periods upon the same terms and conditions.

ARTICLE VII
CONSIDERATION

A. TEN-8 shall provide the apparatus, accessories and/or equipment ordered by SHERIFF at the cost indicated in the RLI and TEN-8's Response to the RLI. Prices shall not be increased from the proposal to the RLI for a minimum of fourteen months from contract execution. Any future price increase is subject to negotiation between the Parties. There will a ten percent discount off manufacturers' list price for all items, including Unit, Accessories and Equipment.

B. All costs associated with providing SHERIFF the services shall be borne by TEN-8.

ARTICLE VIII
EXPENSES

TEN-8 shall be fully and solely responsible for any and all expenses incurred by TEN-8 in the performance of this Agreement, including, but not limited to, costs of supplies, fees, licenses, bonds, taxes and all other costs of doing business. TEN-8 shall not, in any manner, incur indebtedness on behalf of SHERIFF.

ARTICLE IX
WARRANTIES

TEN-8 warrants that the products and goods provided pursuant to this Agreement shall be free from defects in material, manufacturing and workmanship.

Warranties for apparatus, equipment and accessories are described in more detail in the Response to the RLI, incorporated herein.

If authorized by the third party manufacturers, TEN-8 hereby assigns to SHERIFF all third party manufacturer's warranties with respect to the apparatus, accessories and equipment. TEN-8 represents and warrants to SHERIFF that the warranties are assignable to SHERIFF and such assignment shall not void such warranties.

All products and goods provided by TEN-8 to SHERIFF shall be new and unused, except normal manufacturer's testing for product control and verification of quality. Any disclaimer of warranties are null and void and shall not have any force or effect.

ARTICLE X
LIQUIDATED DAMAGES

Once an apparatus has been ordered, TEN-8 recognizes and acknowledges that this Agreement is time sensitive and that the apparatus must be delivered to the Sheriff in accordance with the project timeline, which will be agreed upon at the time of the purchase.

In the event TEN-8 fails to meet the agreed upon milestones, TEN-8 shall pay to Sheriff the sum of one hundred fifty dollars (\$150.00) for each day after the expected delivery date, including Saturdays, Sundays, and holidays, until such time as delivery is made. It is agreed that the sum of one hundred fifty dollars (\$150.00) per day is the proper measure of liquidated damages that the Sheriff will sustain per diem by the failure of TEN-8 to meet the delivery date. This sum is not to be construed as a penalty.

ARTICLE XI
CRIMINAL HISTORY

TEN-8 represents that its principal owners, partners, corporate officers, and employees working on SHERIFF's premises do not have any past felony criminal convictions or any pending criminal charges. TEN-8 has disclosed all such convictions or pending criminal charges to the SHERIFF and further agrees to disclose any future convictions or pending criminal charges.

TEN-8's employees, agents, servants or representatives directly performing services for TEN-8 on SHERIFF's premises pursuant to this Agreement may be subject to a background screening conducted by the SHERIFF prior to performing such services. Such screening shall be at the expense of SHERIFF.

ARTICLE XII
EMPLOYMENT RESPONSIBILITY

Any of TEN-8's employees, and any other person(s) performing services pursuant to this Agreement (hereinafter referred to collectively as "Staff") shall be deemed as employed by TEN-8, not the SHERIFF.

Accordingly, the SHERIFF shall not be responsible for or assume any liability for any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workers compensation funds, vacation, compensatory time, sick leave benefits or any other amenities of employment to any of TEN-8's Staff.

TEN-8 shall have and maintain sole responsibility and control over the rendition of services, training, standards of performance, discipline of personnel, and other matters incident to the performance of its services, duties, and responsibilities described and contemplated herein.

SHERIFF shall not be liable for and TEN-8 agrees to indemnify SHERIFF against any liability resulting from injury or illness, of any kind whatsoever, to TEN-8's Staff during the performance of the services, duties, and responsibilities contemplated herein.

TEN-8 has the right to provide services to others or hold itself out to the public as available to engage in agreements with others.

TEN-8 and its Staff shall at all times be an independent contractor under this agreement, rather than an employee, agent, or representative of SHERIFF, and no act, action, or omission to act by TEN-8 or its Staff shall in any way obligate or bind SHERIFF.

ARTICLE XIII
PAYMENT OF TAXES

TEN-8 shall bear all responsibility for the payment of any federal, state or local taxes and fees, if applicable, related to the business of TEN-8. It is understood by both parties that SHERIFF will not, in any manner, be responsible for the aforementioned taxes or fees.

ARTICLE XIV
CIVIL RIGHTS REQUIREMENTS

TEN-8 shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, national origin, physical or mental disability, marital status or medical status. TEN-8 shall comply with all applicable sections of the Americans with Disabilities Act. TEN-8 agrees that compliance with this provision constitutes a material condition to this Agreement, and that it is binding upon TEN-8, its successors, transferees, and assignees for the period during which services are provided. TEN-8 further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this provision.

ARTICLE XV
INDEMNIFICATION

TEN-8 shall indemnify, hold harmless and defend the SHERIFF, his officers, employees, agents, servants, attorneys, and legal representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys fees, resulting, either directly or indirectly, from the acts, actions, omissions negligence or willful misconduct of TEN-8 or its Staff. The SHERIFF reserves the right to select defense counsel.

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

ARTICLE XVI
INSURANCE

Throughout the term of this agreement and for all applicable statutes of limitation periods, TEN-8 shall maintain in full force and effect the insurance coverage set forth in this article.

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

All Insurance Policies shall name and endorse the following as additional insureds: The Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County, and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies. Additional insured is defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of TEN-8, its employees, agents, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence.

All Insurance Policies shall be endorsed to provide that (a) TEN-8's Insurance is primary to any other Insurance available to the additional insureds with respect to claims covered under the policy and (b) TEN-8's insurance applies separately to each insured against who claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance shall not be acceptable.

If the TEN-8 fails to submit the required insurance certificate in the manner prescribed with the executed agreement submitted to SHERIFF and if not submitted with the executed agreement in no event exceed three (3) calendar days after request to submit certificate of insurance, the TEN-8 shall be in default, and the contract shall be rescinded. Under such circumstances, TEN-8 may be prohibited from submitting future solicitations to SHERIFF.

TEN-8 shall carry the following minimum types of Insurance when services, installation/labor and any instance where your firm will be on SHERIFF premises:

- a. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. TEN-8 shall carry Worker's Compensation Insurance with the statutory limits, which shall include employers' liability insurance with a limit of not less than \$500,000 for each accident, \$500,000 for each disease and \$500,000 for aggregate disease. Policy(ies) must be endorsed with waiver of subrogation against SHERIFF and Broward County and is limited to the extent any claim is caused by TEN-8.
- b. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** TEN-8 shall carry business automobile liability insurance with minimum limits of One Million (\$1,000,000) dollars per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services office, and must include owned vehicles and hired and non-owned vehicles.

- c. **COMMERCIAL GENERAL LIABILITY:** TEN-8 shall carry Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations, Professional Liability and Personal Injury with limits of not less than two million (\$2,000,000) dollars per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

- d. **Umbrella or Excess Liability Insurance:** TEN-8 may satisfy the minimum liability limits required above by providing proof of an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. TEN-8 agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds. Additional insured is defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of TEN-8, its employees, agents, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence.

- e. **Garage Liability and Garage Legal Liability:** TEN-8 must carry garage liability coverage and provide a certificate of insurance evidencing coverage with a limit of a minimum of \$365,000 and to include loss of use of Sheriff's property.

TEN-8 shall provide Sheriff's Director of Risk Management and Sheriff's Contract Manager with a copy of the Certificate of Insurance and endorsements TEN-8dencing the types of Insurance and coverage required by this article within three (3) calendar days of TEN-8's receipt of Notice of Intent to Award the contract and, at any time thereafter, upon request by the Sheriff. It is the TEN-8'S responsibility to ensure that the Director of Risk Management and the Contract Manager both have a current Insurance Certificate and endorsements at all times.

TEN-8's Insurance Policies shall be endorsed to provide Sheriff with at least sixty (60) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverage or limits. Notice shall be sent to:

Broward Sheriff's Office
Attn: Contracts Manager AND
2601 W. Broward Blvd.
Ft. Lauderdale, Florida 33312

Broward Sheriff's Office
Attn: Director, Risk Management
2601 W. Broward Blvd.
Ft. Lauderdale, Florida 33312

If TEN-8's Insurance policy is a claims made policy, then TEN-8 shall maintain such Insurance Coverage for a period of five years after the expiration or termination of the agreement or any extensions or renewals of the agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

In any of TEN-8's Insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this article.

The provisions of this article shall survive the expiration or termination of this agreement.

ARTICLE XVII **PUBLIC ENTITY CRIMES ACT**

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with the SHERIFF, may not be awarded or perform work as a TEN-8, supplier, or subcontractor, under a contract with the SHERIFF, and may not conduct business with the SHERIFF for a period of thirty six (36) months from the date of being placed on the convicted vendor list. TEN-8's execution of this Agreement acknowledges TEN-8's representation that it has not been placed on the convicted vendor list. Violation of this Article by TEN-8 shall result in termination of this Agreement and may cause TEN-8 debarment.

ARTICLE XVIII **SOVEREIGN IMMUNITY**

Nothing in these terms or conditions is intended nor shall it be construed or interpreted to waive or modify BSO's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.

ARTICLE XIX
ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by TEN-8, under any circumstances, without the prior written consent of SHERIFF.

ARTICLE XX
DRUG-FREE WORKPLACE

TEN-8 shall provide a drug-free workplace program in accordance with the Drug Free Workplace Certification attached hereto and incorporated herein.

ARTICLE XXI
NOTICE

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

Notices shall be addressed as follows:

Fire Chief Joseph Fernandez
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Office of the General Counsel
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Ten-8 Fire Equipment, Inc.
2904 59th Ave Drive East
Bradenton, FL 34203

ARTICLE XXII
FLORIDA'S PUBLIC RECORDS ACT

TEN-8 acknowledges that it is familiar with the provisions of Chapter 119 of the Florida

Statutes, known as Florida's Public Records Act. TEN-8 acknowledges that this Agreement and all of the records generated as a result of this Agreement constitute public records.

TEN-8 agrees to keep and maintain public records that ordinarily and necessarily would be required if SHERIFF were performing the services provided by TEN-8 pursuant to this Agreement.

TEN-8 agrees to provide the public with access to public records on the same terms and conditions that SHERIFF would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

TEN-8 agrees to ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

TEN-8 agrees to meet all requirements for retaining public records, and to transfer at no cost to SHERIFF all public records in possession of TEN-8 upon termination of this Agreement and to destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. TEN-8 agrees that all public records stored electronically must be provided to SHERIFF in a format that is compatible with the information technology systems of SHERIFF.

ARTICLE XXIII
AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA

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

ARTICLE XIV
FORCE MAJEURE

Neither party shall be liable to the other for any failure or delay in performance hereunder due to circumstances beyond its reasonable control including, without limitation, Acts of God and governmental and judicial action not the fault of the party causing such failure or delay in performance.

ARTICLE XXV
TERMINATION

The Agreement may be terminated upon the following events:

Termination by Mutual Agreement In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

Termination Without Cause. SHERIFF shall have the right to terminate this Agreement without cause by providing TEN-8 with thirty (30) calendar day's written notice via certified mail, return receipt requested or via hand delivery with proof of delivery.

Termination for Cause. In the event of a material breach, either party may provide the other party with written notice of the material breach. The notice should provide the other with such sufficient detail so it can readily understand the claim for material breach. The other party shall have thirty (30) calendar days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Agreement immediately. Material breaches shall include but are not limited to, violations of Governing Standards, local, state or federal laws, the SHERIFF'S policies and procedures concerning which TEN-8 was given prior written notice clearly labeled as important or the terms and conditions of this Agreement.

Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, Board of County Commissioners, SHERIFF may provide TEN-8 with thirty (30) calendar days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.

Immediate Termination by SHERIFF.

SHERIFF, in the SHERIFF's sole discretion, may terminate this agreement immediately upon the occurrence of any of the following events:

- a) TEN-8's violation of the Public Records Act;
- b) The insolvency, bankruptcy or receivership of TEN-8;
- c) TEN-8's violation or non-compliance with Nondiscrimination Article of this Agreement; or
- d) TEN-8 fails to maintain insurance in accordance with the Insurance Article of this Agreement.

ARTICLE XXVI
MOST FAVORED CUSTOMER PRICING

During the term of the Agreement, prices for the goods and services required under the Agreement and offered to SHERIFF must be the equal to or lower than those offered the most favorable customer of TEN-8 for similar quantities under comparable terms and conditions. When requested by the SHERIFF's contracting officer or representative, TEN-8

must show that the prices offered to SHERIFF match or are less than those offered TEN-8's most favored customers for those quantities under those terms and conditions, and such pricing data must be available for review by SHERIFF throughout the term of the Agreement. Any price reductions offered to other TEN-8 customers must be offered to SHERIFF if similar item quantities are involved.

ARTICLE XXVII
COST/PRICE REDUCTION

During the term of the Agreement, SHERIFF reserves the right to negotiate price reductions for any good or service being purchased. During the term of the Agreement, SHERIFF expects TEN-8 to continually seek to improve production and performance processes and method, and to report on these efforts to SHERIFF. Additionally, price reductions may be sought by SHERIFF as a result of changes in market conditions, industry trends and indexes, or in cost/price indexes, and their impact on the supplier's cost elements or overall cost.

ARTICLE XXVIII
SUBCONTRACTORS

TEN-8 may not subcontract the performance of its obligations set forth herein without the prior written approval of SHERIFF.

TEN-8 shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors to the same extent that TEN-8 is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement shall create any contractual relationship between any subcontractor and SHERIFF or any obligation on the part of SHERIFF to pay or to see the payment of any monies due any subcontractor.

TEN-8 will obligate its subcontractors to the same terms and conditions as set forth herein.

ARTICLE XXIX
AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

TEN-8 warrants that it is an entity authorized to do business in the State of Florida and that TEN-8 will maintain that status with the State of Florida throughout the term of this Agreement.

ARTICLE XXX
NO THIRD PARTY BENEFICIARIES

This Agreement is for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in these terms and conditions shall be

deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

ARTICLE XXXI
MISCELLANEOUS

TEN-8 shall comply with all applicable statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided herein.

In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.

The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction be construed more severely against one of the parties than the other.

Venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida.

In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.

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

The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

[INTENTIONALLY LEFT BLANK]

AGREEMENT BY AND BETWEEN THE BROWARD SHERIFF'S OFFICE AND TEN-8 FIRE EQUIPMENT, INC.

WHEREAS, the parties hereto have set their hands and seals this 29TH day of May 2018.

FOR TEN-8:

TEN-8 FIRE EQUIPMENT, INC.

By: Cindy Morgan

Date: 5/24/18

Federal Employer Identification Number:

59-2812764

FOR SHERIFF:

BROWARD SHERIFF'S OFFICE

By: [Signature]
Joseph Fernandez, Fire Chief

Date: 5/29/18

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


By: [Signature]
Ronald M. Gunzburger
General Counsel WF



INTERNAL MEMO

DATE: September 17, 2021 21M-227

MEMO TO: Fire Chief Gregory Holness, F/R & Emergency Services Dept. (via e-mail)
Heather Mitchell, Director, Finance (via e-mail)
Dafne Perez, Director, Office of Management & Budget (via e-mail)
John Greene, Director, Risk Management Division (via e-mail)
Neesa Warlen, Director, Purchasing Administration (via e-mail)

FROM: H. Lee Futch, Deputy General Counsel – Sworn ^{DS}
Office of the General Counsel 

SUBJECT: Executed Contract – Ten-8 Fire Equipment, Inc.

Enclosed please find a copy of the agreement between the Broward Sheriff's Office and the following:

Agreement Summary

Party: Ten-8 Fire Equipment, Inc.

Purpose: 2nd Amendment extending the term of purchasing fire rescue vehicles, accessories and equipment.

Consideration: Remains

Term: The term of the Agreement is extended until August 28, 2022.

LF/mb
Enclosure

cc via email: Assist Chief Eric Busenbarrick, Fire Prevention
Jason Spaide, Contracts Manager, Purchasing
Cristiane Rodriguez, Senior Purchasing Agent, Purchasing
Bethaney Scalf, Purchasing Agent II, Purchasing
Robinn McMurray, Administrative Assistant, F/R Administration
Sonya Campbell-Johnson, Administrative Assistant, Office of Management & Budget
Andrea Guess, Administrative Assistant, Finance
Carol Delima, Administrative Assistant, Risk Management
Lyvon Battle, Administrative Assistant, Purchasing

SECOND AMENDMENT TO THE AGREEMENT
BETWEEN
THE BROWARD SHERIFF'S OFFICE
AND
TEN-8 FIRE EQUIPMENT, INC.

This SECOND AMENDMENT to the Agreement between the Broward Sheriff's Office (hereinafter referred to as ("SHERIFF")) and TEN-8 FIRE EQUIPMENT, INC., a Florida Corporation (hereinafter referred to as "TEN-8").

Witnesseth:

WHEREAS, the SHERIFF and TEN-8 entered into an Agreement for services on August 29, 2016; and

WHEREAS, the SHERIFF and TEN-8 are desirous of extending the term of the Agreement.

NOW THEREFORE, in consideration of the mutual terms and conditions contained herein, SHERIFF and TEN-8 agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. The term of the Agreement is extended until August 28, 2022.
3. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties execute this Second Amendment on the date(s) set forth below:

TEN-8 FIRE EQUIPMENT INC.

DocuSigned by:
By: Keith Chapman
BB5D7DF9BA1B44E7
B. Keith Chapman

Date: 9/17/2021 | 09:51 AM PDT

BROWARD SHERIFF'S OFFICE

DocuSigned by:
By: Gregory Holness
FC022EC28681144F
Gregory Holness, Fire Chief

Date: 9/17/2021 | 12:41 PM EDT

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

DocuSigned by:
By: Terrence Lynch DS #1F
57C9E594D9F84B8F
Terrence O. Lynch, General Counsel



INTERNAL MEMO

DATE: April 1, 2022 22M-084

MEMO TO: Fire Chief Gregory Holness, F/R & Emergency Services Dept. (via e-mail)
Heather Mitchell, Director, Finance (via e-mail)
Dafne Perez, Director, Office of Management & Budget (via e-mail)
John Greene, Director, Risk Management Division (via e-mail)
Neesa Warlen, Director, Purchasing Administration (via e-mail)

FROM: H. Lee Futch, Deputy General Counsel – Sworn DS
HLF
Office of the General Counsel

SUBJECT: Executed Contract – Ten-8 Fire Equipment, Inc.

Enclosed please find a copy of the agreement between the Broward Sheriff's Office and the following:

Agreement Summary

Party: Ten-8 Fire Equipment, Inc.

Purpose: 3rd Amendment extending the term of purchasing fire rescue vehicles, accessories and equipment.

Consideration: 1.4 million (estimated).

Term: August 29, 2022 – August 28, 2023 (renewal option).

LF/mb
Enclosure

cc via email: Assist Chief Eric Busenbarrick, Fire Prevention
Jason Spaide, Contracts Manager, Purchasing
Auret Gil, Purchasing Manager, Purchasing
Cristiane Rodriguez, Senior Purchasing Agent, Purchasing
Bethaney Scalf, Purchasing Agent II, Purchasing
Daniel Warren, Purchasing Agent I, Purchasing
Robinn McMurray, Administrative Assistant, F/R Administration
Sonya Campbell-Johnson, Administrative Assistant, Office of Management & Budget
Rita McDowell, Administrative Specialist II, Office of Management & Budget
Andrea Guess, Administrative Assistant, Finance
Carol Delima, Administrative Assistant, Risk Management

THIRD AMENDMENT TO THE AGREEMENT
BETWEEN
THE BROWARD SHERIFF'S OFFICE
AND
TEN-8 FIRE EQUIPMENT, INC.

This THIRD AMENDMENT to the Agreement between the Broward Sheriff's Office (hereinafter referred to as ("SHERIFF")) and TEN-8 FIRE EQUIPMENT, INC., a Florida Corporation (hereinafter referred to as "TEN-8").

Witnesseth:

WHEREAS, the SHERIFF and TEN-8 entered into an Agreement for services on August 29, 2016; and

WHEREAS, the SHERIFF and TEN-8 entered into a First Amendment to the Agreement on May 2, 2017; and

WHEREAS, the SHERIFF and TEN-8 entered into a Second Amendment to the Agreement on September 17, 2021; and

WHEREAS, the Agreement, First Amendment, and Second Amendment are hereinafter collectively referred to as the Agreement; and

WHEREAS, the SHERIFF and TEN-8 are desirous of extending the term of the Agreement; and


NOW THEREFORE, in consideration of the mutual terms and conditions contained herein, SHERIFF and TEN-8 agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. The term of the Agreement is extended until August 28, 2023.
3. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

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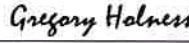
IN WITNESS WHEREOF, the parties execute this Third Amendment on the date(s) set forth below:

TEN-8 FIRE EQUIPMENT INC.

By: 
B. Keith Chapman

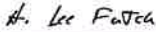
Date: 3/31/2022

BROWARD SHERIFF'S OFFICE

DocuSigned by:
By: 
Gregory Holness, Fire Chief

Date: 3/24/2022 | 16:51 PM EDT

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

DocuSigned by:
By:  for
Terrence O. Lynch, General Counsel

**Bid Tabulation Packet
for
Solicitation 18007IC**

**ALS TRANSPORT UNITS, ACCESSORIES AND
EQUIPMENT**

Bid Designation: Public



Broward Sheriff's Office

Ten-8 Fire Equipment, Inc.

Bid Contact **Shawn Hunter**
shunter@ten8fire.com
Ph 800-228-8368

Address **2904 59th Ave. Dr. E.**
Bradenton, FL 34203

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
18007IC--01-01	SUBMIT PRICE SHEET(S) & DISCOUNTS FOR AMBULANCES & ALL RELATED EQUIPMENT	Supplier Product Code: Supplier Notes: Thank You for the opportunity. If awarded, we would like to discuss the language in the sample agreement concerning Termination Without Cause and the costs associated with a termination if a rescue has been ordered and cancelled without cause. Respectfully, Shawn Hunter Ten-8 Fire Equipment, Inc.	First Offer -	1 / each	Y	Y
Supplier Total					\$0.00	

Ten-8 Fire Equipment, Inc.

Item: **SUBMIT PRICE SHEET(S) & DISCOUNTS FOR AMBULANCES & ALL RELATED EQUIPMENT**

Attachments

BSO RLI Response.pdf

Shawn Hunter Drivers License.pdf



January 26th, 2018

Broward Sheriff's Office
Attn: Irene Costa
2601 W. Broward BlvdFt.
Lauderdale, FL 33312

Ref: RLI # 18007IC

Thank you for considering Ten-8 Fire Equipment and Osage Industries, Inc. as your next rescue provider. We are pleased to provide the following response regarding Broward Sheriff's Office RLI #18007IC. Per requirements, please note the following:

- 1.13 Insurance – Please find copy of Ten-8 Fire Equipment, Inc. Certificate of Liability attached.
- 2.3.3. Addenda Acknowledgement - The Proposer acknowledges receipt of formal addenda.
- 2.1. Financial Stability: Proposers are stable and financially solvent. Copy of Annual Report attached.
- 2.2. - Proposer and/or subcontractor(s) are **NOT** presently negotiating a sale, acquisition or merger which would alter the Proposer's structure as stated in this section.
- 2.3. – Proposer is legally authorized to do Business in the State of Florida. Documentation attached.
- 3.2. Proposer has been actively engaged in business for a period of five (31) years. Actively providing ALS Transport Units and repairing/remounting ALS Transport Units for (17) years.
- 3.3. Proposer is currently providing full line of ALS Transport Units/Remounts and continuously demonstrates success for fulfilling contracts with other Fire Rescue Departments.

- 3.4. Reference Forms attached.
- 3.5. Proposer is authorized dealer and maintains a State of Florida business license as a manufacturer representative of Osage Industries. Documentation attached.
- 3.6. Proposer has (4) Service Centers with offices with staffing, parts and service facilities in Florida. Please note locations in attached Executive Summary.

4. FEE SCHEDULE:

Pricing shall be firm for a period of fourteen (14) months from date of execution of contract. Discount percentages shall be fixed during the entire duration of initial five year term of the Agreement. Discounts off of manufacturers' pricing may not be adjusted.

4.1 Price for Freightliner M2 106 with Options outlined in Exhibit 1, detailing the following:

- **\$98,984.44** - Current manufacturer list price,
- **10%** - Discount offered to BSO,
- **\$89,086** - Final cost to BSO (with discount).

4.2 **10%** Discount off manufacturers' list price.

4.3 Price (fee schedule) for remount options as listed below, including labor:

Includes Freightliner M2 106 with Options outlined in Exhibit 1

- 4.3.1 **\$144,594.00** Patient compartment only
- 4.3.2 **\$159,154.00** Patient compartment with paint/graphics
- Sandblast all original paint including door jams and repaint
 - All new graphics per current layout.
- 4.3.3 **\$146,838.00** Patient compartment with surfaces replaced
- Formica and Paint Only

- 4.3.4 **\$160,322.00** Patient compartment with lighting (Interior and exterior)
- (9) Interior Whelen LED Dome Lights Round w/Chrome Flange
 - New TecNiq E-41 LED Strip Lighting in all OSS compartments.
 - (6) Rear Whelen M7's
 - (4) Side Whelen M9's
 - (2) Front Whelen M9's
 - (2) FRC Spectra Side Scene Lights
 - (2) Rear Whelen M7 Load Lights
 - (2) Whelen Mini Freedom Light Bars
 - All DOT Lights Replaced with LED
- 4.3.5 **\$147,734.00** Patient compartment with new flooring
- Remove Old Flooring, Replace with composite sub floor. Inspect Aluminum and repair. Replace with Seamless one-piece Lon Plate Flooring with New Trim and Cot Mount Plates.
- 4.3.6 **\$192,874.00** Patient compartment with Stryker Power Load System (with Stryker Power Pro Cot).
- Install new Stryker Power Load System
 - Provide new Stryker Power COT per attached specifications

4.4 Hourly labor rates for misc. services – Currently **\$125.00 (In Shop) / \$135.00 (Mobile)**

4.5 Fee Schedule for additional options of packages for remounts. **Due to numerous variables, pricing is established upon customer specification(s) for Brand/Model of module to be remounted.**

4.6 Pricing for any extended warranty available through body manufacturer.

1. **\$1,136.36** - OSAGE BOX 3-year 36,000 Extended Warranty on Non-replaced Electrical System (Includes switch panels, circuit boards and wire harnesses)
2. **\$7,215.91** - Replace Electrical System with Push Button Weldon V-Mux System with Load Management and Sequencing (Standard System Found in New Osage Truck) (6-year, 72,000 mile warranty)

Remount Pricing Includes:

- Freight (Driven To/From Factory). If required, Flat Bed Transport to be quoted at time of order.
- Delivery (F.O.B. Destination)
- Installation of all accessories, equipment (including loose equipment)☐
- Labor
- Travel expenses for four (4) BSO staff for three (3) inspections of equipment during build out
- Training on units as required by BSO:
Performed by Awarded Proposer on BSO premises
Minimum of 24 hours over three (3) eight hour day shifts.

6.1. Freightliner M2 chassis for current model year with specifications as outlined in EXHIBIT 1 – Chassis Specification.

A proposal for

Osage Ambulance

Prepared by

TRUCK CTY OF WISCONSIN, INC.

2019 BSO

Jan 24, 2018

Freightliner M2 106



Components shown may not reflect all spec'd options and are not to scale

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-16M	M2 PRL-16M (EFF:04/25/17)		
Data Version			
DRL-008	SPECPRO21 DATA RELEASE VER 008		
Interior Convenience/Driver Retention Package			
055-002	INTERIOR CONVENIENCE PACKAGE		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,759	3,503
004-219	2019 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-006	RESCUE AND EMERGENCY SERVICE		
A84-1EV	EMERGENCY VEHICLES BUSINESS SEGMENT		
AA4-011	FIXED LOAD COMMODITY		

Data Code	Description		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 10000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 12000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 22000.0 lbs		

Truck Service

AA3-024	AMBULANCE BODY		
A88-99D	EXPECTED TRUCK BODY LENGTH :		
AF3-999	CUSTOM MFR'S/BODY TYPE IDENTIFICATION		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		

Engine

101-22A	CUM B6.7 260EV HP @ 2400 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM, R/F/E/		
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Electronic Parameters

79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		

Data Code	Description	Weight Front	Weight Rear
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		

Engine Equipment

99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
99D-012	2008 CARB EMISSION CERTIFICATION - EXEMPTED VEHICLE; NO CLEAN IDLE LABEL REQUIRED		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
133-004	ONE PIECE VALVE COVER		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1CE	LN 12V 320 AMP 4962PA PAD MOUNT ALTERNATOR	10	
292-058	(3) ALLIANCE MODEL 1031, GROUP 31, 12 VOLT MAINTENANCE FREE 2280 CCA THREADED STUD BATTERIES	40	20
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-042	LH BATTERY BOX MOUNTED AS FAR AFT AS POSSIBLE, NO GREATER THAN 60 INCHES BACK OF CAB		

Data Code	Description	Weight Front	Weight Rear
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-039	GVG, FIRE AND EMERGENCY SERVICE VEHICLES ENGINE WARNING		
128-1AR	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH, ACTIVATES STOP LAMPS		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-007	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND DASH MOUNTED SINGLE REGENERATION REQUEST/INHIBIT SWITCH		
239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
233-017	STANDARD CURVE BRIGHT UPPER STACK(S)		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		

Data Code	Description	Weight Front	Weight Rear
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-999	DEF UNDER CAB-AMBULANCE CONFIGURATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD		
273-035	HORTON HT650 FRONTAL AIR ON/OFF ENGINE FAN CLUTCH		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
266-078	950 SQUARE INCH ALUMINUM RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

Data Code	Description	Weight Front	Weight Rear
Transmission			
342-1KD	ALLISON 3000 EVS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment			
343-330	ALLISON VOCATIONAL PACKAGE 197 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL EVS		
84B-003	ALLISON VOCATIONAL RATING FOR FIRE TRUCK/EMERGENCY VEHICLE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		

Data Code	Description	Weight Front	Weight Rear
84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE		
84N-000	NEUTRAL AT STOP - DISABLED, FUELSENSE - DISABLED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-065	VEHICLE INTERFACE WIRING CONNECTOR WITH BLUNT CUTS, AT BACK OF CAB		
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1A5	DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES		
403-026	FIRE AND EMERGENCY SEVERE SERVICE, NON-ASBESTOS FRONT LINING		

Data Code	Description	Weight Front	Weight Rear
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-003	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS		
536-050	TRW THP-60 POWER STEERING		
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
620-062	10,000# TAPERLEAF FRONT SUSPENSION		
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
629-004	FRONT SWAYBAR	60	
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1C6	DETROIT DA-RS-17.5-2 17,500# R-SERIES SINGLE REAR AXLE		-170
421-478	4.78 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-079	MXL 16T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	-20	-20

Data Code	Description	Weight Front	Weight Rear
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-025	FIRE AND EMERGENCY SEVERE SERVICE NON-ASBESTOS REAR BRAKE LINING		
434-005	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		
426-074	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE		

Rear Suspension

LIQUID SPRING PREP PACKAGE

Brake System

018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-001	STANDARD AIR SYSTEM PRESSURE PROTECTION AND 85 PSI PRESSURE PROTECTION FOR AIR HORN(S)		
413-002	STD U.S. FRONT BRAKE VALVE		

Data Code	Description	Front	Rear
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-086	BW AD-9SI BRAKE LINE AIR DRYER WITH HEATER		
479-012	AIR DRYER MOUNTED UNDER HOOD		
460-008	STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL		
46A-023	(1) 1730 CUBIC INCH AIR HORN TANK, 85 PSI PRESSURE PROTECTED INLET WITH CHECK VALVE AND QUICK DISCONNECT FITTING	20	25
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
477-006	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)		

Trailer Connections

296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME	5	5
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		

Wheelbase & Frame

545-442	4425MM (174 INCH) WHEELBASE		
546-094	9/32X3-7/16X10-1/16 INCH STEEL FRAME (7.14MMX255.6/0.281X10.06 INCH) 80KSI	-60	-10

Data Code	Description	Weight Front	Weight Rear
552-042	1950MM (77 INCH) REAR FRAME OVERHANG		
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-20	80
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 108.45 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 105.45 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 280.39		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 108.45 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 94.08 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 96.27 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AR	THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		

Data Code	Description	Front	Rear
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-017	GRADE 8 THREADED HEX HEADED FRAME FASTENERS INSTALLED WITH BOLT HEADS ON OUTSIDE OF FRAME		
Fuel Tanks			
204-998	NO LH FUEL TANK	-60	-20
230-043	40 GALLON/151 LITER RECTANGULAR STEEL FUEL TANK - BETWEEN RAILS		160
218-005	RECTANGULAR FUEL TANK(S)		
215-009	PAINTED FUEL TANK(S), PAINTED STRAPS WITH RUBBER ISOLATORS		
231-004	FUEL TANK(S) MOUNTED BETWEEN RAILS AFT OF REAR AXLE	10	155
664-001	PLAIN STEP FINISH		
205-060	LH SIDEFILL FUEL TANK PREP CAP		
122-1J2	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER	-5	
216-001	SINGLE SUCTION AND RETURN FUEL LINES		
11F-998	NO NATURAL GAS VEHICLE FUEL TANK VENT LINE/STACK		
20E-001	AUXILIARY FUEL SUPPLY AND RETURN PORTS		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
847-002	IN TANK FUEL LEVEL SENDER(S)		
Tires			
093-0BN	MICHELIN XZE 255/70R22.5 16 PLY RADIAL FRONT TIRES	-34	

Data Code	Description	Weight Front	Weight Rear
094-0BN	MICHELIN XZE 255/70R22.5 16 PLY RADIAL REAR TIRES		-68
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-1EF	ALCOA LVL ONE 88367X 22.5X8.25 10- HUB PILOT 5.79 INSET ALUMINUM DISC FRONT WHEELS	-50	
505-1EF	ALCOA LVL ONE 88367X 22.5X8.25 10- HUB PILOT ALUMINUM DISC REAR WHEELS		-100
524-001	POLISHED FRONT WHEELS; OUTSIDE ONLY		
525-001	POLISHED REAR WHEELS; OUTSIDE OF OUTER WHEELS ONLY		
52M-004	FORCEMATCH TIRE/WHEEL RUNOUT CHECK/MARK AND STATIC BALANCING - ALL TIRES/WHEELS		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-009	RUBBER CAB MOUNTS		
678-018	LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE		

Data Code	Description	Weight Front	Weight Rear
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
690-002	TUNNEL/FIREWALL LINER		
727-1B0	DUAL 25 INCH ROUND STUTTER TONE HOOD MOUNTED AIR HORNS	8	
726-002	DUAL ELECTRIC HORNS		
728-002	DUAL HORN SHIELDS		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
302-047	LED AERODYNAMIC MARKER LIGHTS		
311-019	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS		
294-046	OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING WITH SEPARATE STOP/TURN WIRES TO 4 FEET BEYOND END OF FRAME		-5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		

Data Code	Description	Weight Front	Weight Rear
729-001	STANDARD SIDE/REAR REFLECTORS		
677-016	DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES		
764-010	COMPOSITE EXTERIOR SUN VISOR	10	
768-998	NO REAR WINDOW	-20	
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
663-013	TINTED WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

707-1AK	OPAL GRAY VINYL INTERIOR		
706-016	MOLDED DOOR PANEL WITH UPPER VINYL INSERTS		
708-016	MOLDED DOOR PANEL WITH UPPER VINYL INSERTS		
772-006	BLACK MATS WITH SINGLE INSULATION		
691-014	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS AND ADDITIONAL CENTER COMPARTMENT WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
860-004	SMART SWITCH EXPANSION MODULE		
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		

Data Code	Description	Front	Rear
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
689-803	PREP KIT FOR CUSTOMER INSTALLED AUXILIARY HEATER, PLUMBING FROM ENGINE TO BACK OF CAB WITH SHUTOFF VALVES		
170-015	STANDARD HEATER PLUMBING		
724-001	AUXILIARY HEATER PLUMBING		
130-036	(1) DENSO HEAVY DUTY AND (1) SANDEN COMPACT REFRIGERANT COMPRESSORS	20	
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-011	DOMED DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
756-1E7	SEATS INC 911 UNIVERSAL SERIES HIGH BACK AIR SUSPENSION DRIVER SEAT WITH NFPA 1901-2009 COMPLIANT SEAT SENSOR	50	
760-1E7	SEATS INC 911 UNIVERSAL SERIES HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH NFPA 1901-2009 COMPLIANT SEAT SENSOR	40	15
759-002	INBOARD DRIVER AND PASSENGER SEAT ARMRESTS		

Data Code	Description	Weight Front	Weight Rear
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-105	NFPA 1901-2009 HIGH VISIBILITY ORANGE SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls			
732-003	WOODGRAIN DRIVER INSTRUMENT PANEL		
734-003	WOODGRAIN CENTER INSTRUMENT PANEL		
87L-003	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		

Data Code	Description	Weight Front	Weight Rear
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-070	ENGINE REMOTE INTERFACE WITH PRESET FAST IDLE		
163-004	ENGINE REMOTE INTERFACE CONNECTOR IN ENGINE COMPARTMENT		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
746-1B4	AM/FM/WB WORLD TUNER RADIO WITH CD PLAYER, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-998	NO VEHICLE PERFORMANCE MONITOR	-5	

Data Code	Description		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
264-014	(2) FOOT SWITCHES: (1) OFFICER AIR HORN AND (1) DRIVER AIR HORN		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

065-000	PAINT: ONE SOLID COLOR		
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Color

980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
976-995	SUNVISOR PAINTED SAME AS CAB COLOR A		
963-003	STANDARD E COAT/UNDERCOATING		

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
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Data Code Description

Secondary Factory Options

998-033 CORPORATE PDI CENTER IN-SERVICE AND
OPTION INSTALLATION/MODIFICATION

LIQUID SPRING INSTALLATION
PERFORMED AT UTILITY BODY WERKS IN
ELKHART INDIANA. LIQUID SPRING IS
NOT A FREIGHTLINER OR DEALER
INSTALLED OPTION AND IS NOT COVERED
BY FREIGHTLINER WARRANTY, ANY
LIQUID SPRING SERVICE NEEDS TO BE
PROVIDED BY LIQUID SPRING AND/OR
THEIR DEALERS, CUSTOMER MUST
ASSUME RESPONSIBILITY FOR ANY
CHARGES

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight	Weight	Total
	Front	Rear	Weight
Factory Weight ⁺	6064 lbs	3615 lbs	9679 lbs
Total Weight⁺	6064 lbs	3615 lbs	9679 lbs

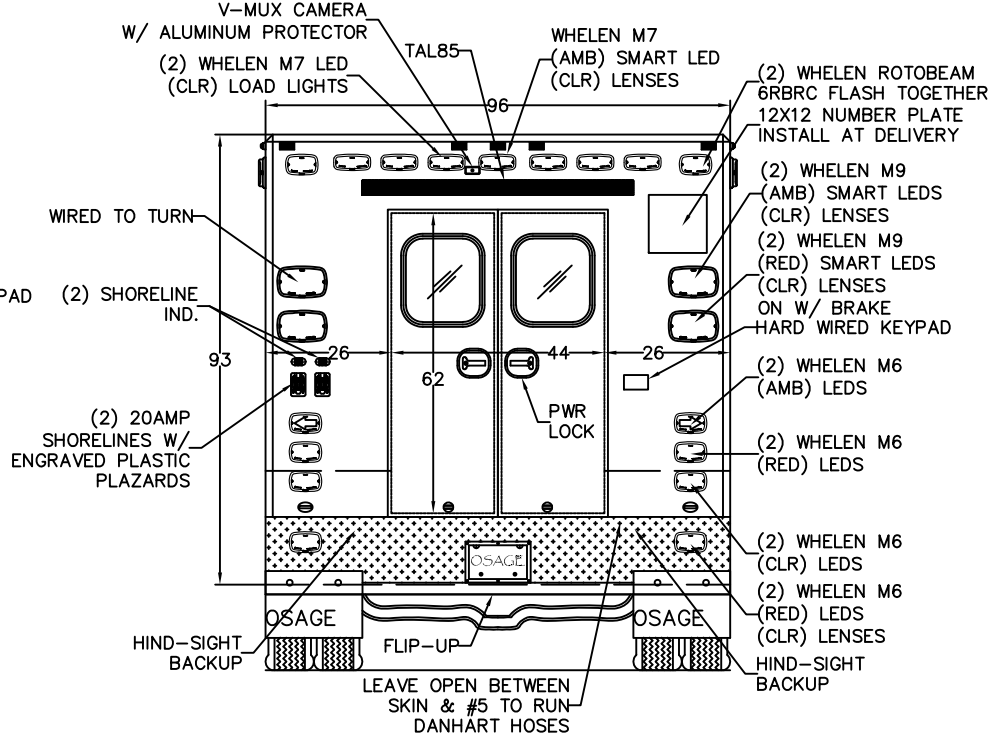
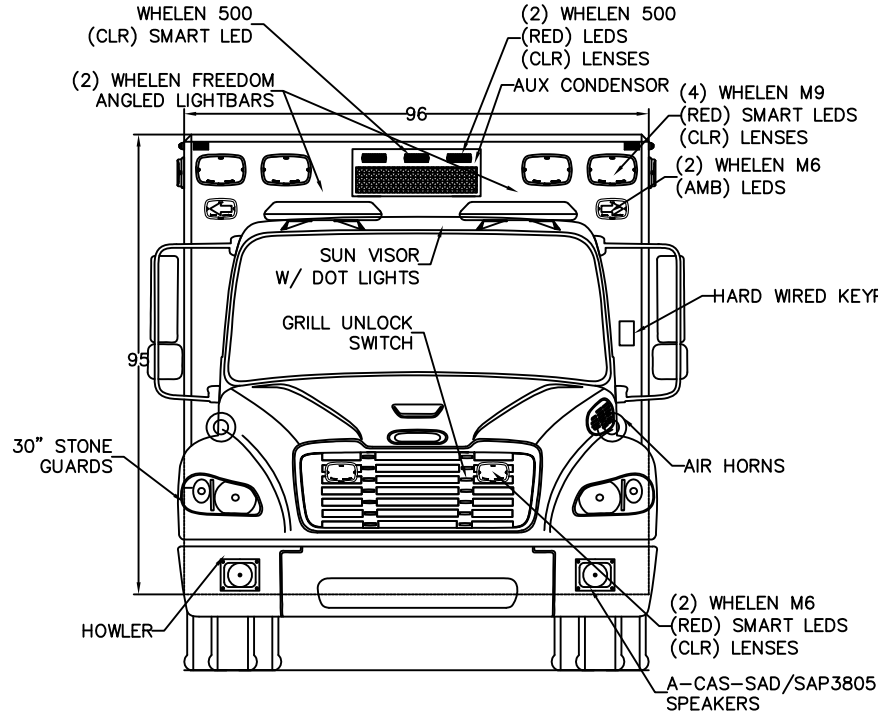
WAG- TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED
010 TOWING COVERAGE \$550 CAP FEX APPLIES

TC4: MD MODERATE 5 YEARS/100,000 MILES / 161,000
KM EXTENDED TRUCK COVERAGE. FEX APPLIES

WBB-
344

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.



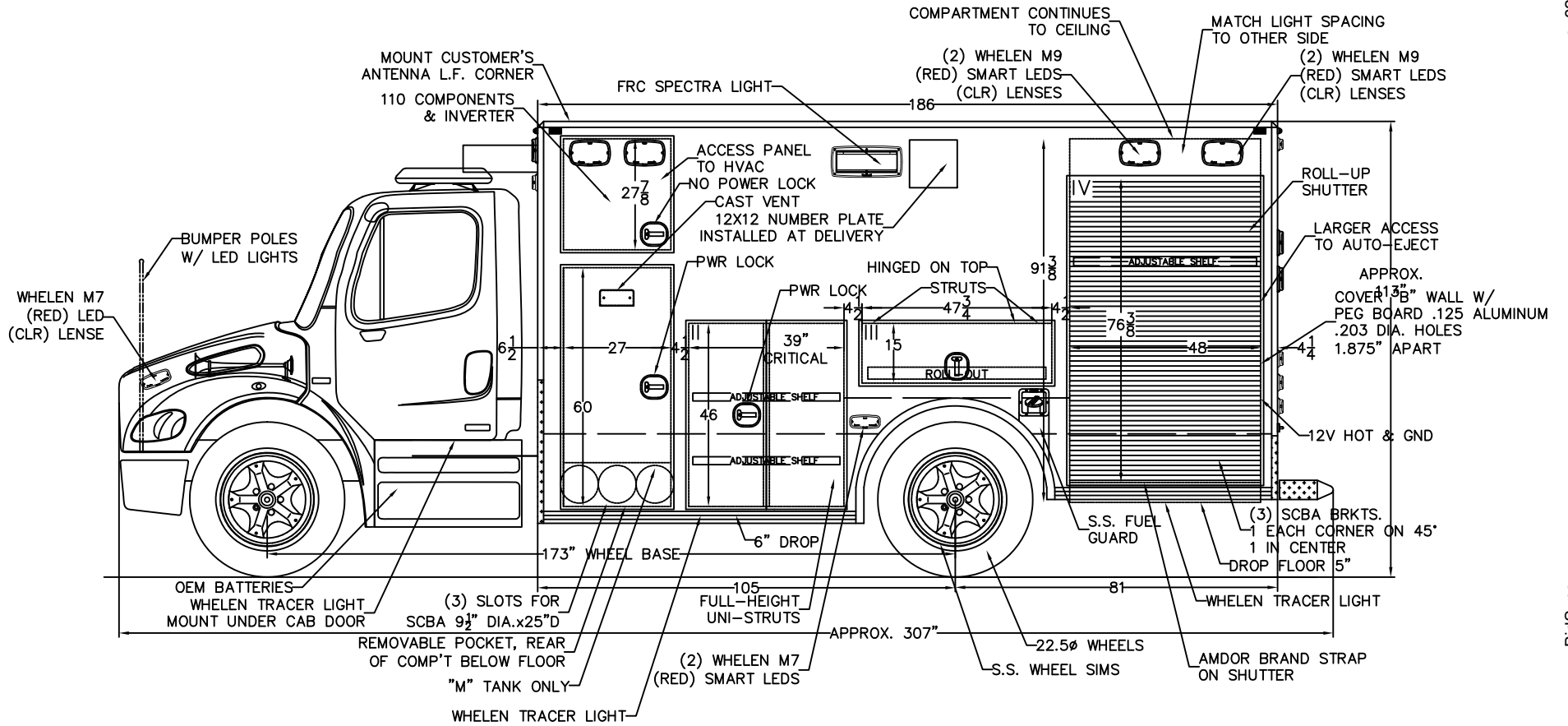
NOTES: THIS DRAWING IS NOT TO SCALE. CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

- NOTES:
- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
 - 2.) APPROXIMATE COMPARTMENT DEPTH=21"DEEP.
 - 3.) MODULE DIMENSIONS=186"L x 96"W x 95"H.
 - 4.) INTERIOR MODULE HEAD ROOM=74"H.
 - 5.) FREIGHTLINER M2 175" WHEEL BASE CHASSIS.
 - 6.) ALL 9x7 LIGHTS TO BE WHELEN M9 SERIES LIGHTS, CHROME FLANGES.
 - 7.) DOUBLE STAINLESS THRESHOLDS.
 - 8.) 3M SOUND DEADENING.
 - 9.) SMOOTH ALUMINUM DOOR PANELS.
 - 10.) AMBER WHELEN OS LIGHTS ON INTERIOR OF REAR-FACING DOORS.
 - 11.) DRY-DECK, ALL COMPARTMENTS.
 - 12.) TECHNIQUE LED STRIP-LIGHTS IN ALL COMPARTMENTS.
 - 13.) COT MOUNT TO BE CENTERED 16" OFF OF LEFT WALL.

Stock/Job#:	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	Osage Industries, Inc.		
End Customer:			
TEN-8 FIRE	TWIN RIDGE ROAD	P.O. BOX 718	LINN, MO. 65051
BROWARD COUNTY	Drawn By:	Date:	Scale:
	S.A.H.		NOT TO SCALE

NOTICE				Drawing Description: EXTERIOR LAYOUT, FRONT/REAR TYPE-I FREIGHTLINER (SUPER-WARRIOR)	Revision# 1 2/1/2011
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Rev.#	Revision Description	Date	Rev'd	App'vd	



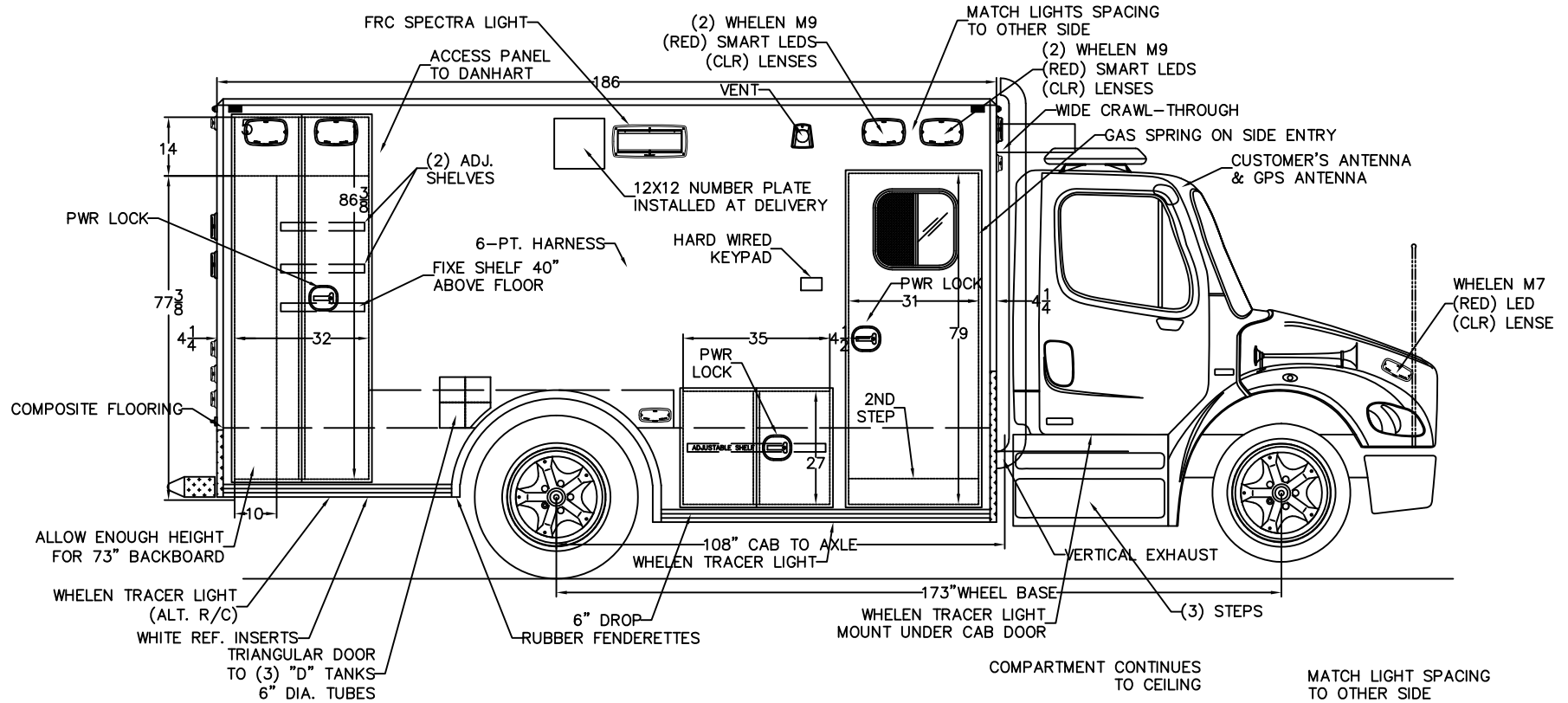
NOTES: THIS DRAWING IS NOT TO SCALE. CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

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- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
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 - 5.) FREIGHTLINER M2 175" WHEEL BASE CHASSIS.
 - 6.) ALL 9x7 LIGHTS TO BE WHELEN M9 SERIES LIGHTS, CHROME FLANGES.
 - 7.) DOUBLE STAINLESS THRESHOLDS.
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 - 12.) TECHNIQUE LED STRIP-LIGHTS IN ALL COMPARTMENTS.
 - 13.) COT MOUNT TO BE CENTERED 16" OFF OF LEFT WALL.

Stock/Job#:	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer: TEN-8 FIRE	<h1 style="text-align: center;">Osage Industries, Inc.</h1> <p style="text-align: center;">TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051</p>		
End Customer: BROWARD COUNTY			
NOTICE		Drawn By: S.A.H.	Date:
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2/1/2011



Broward Sheriff's Office

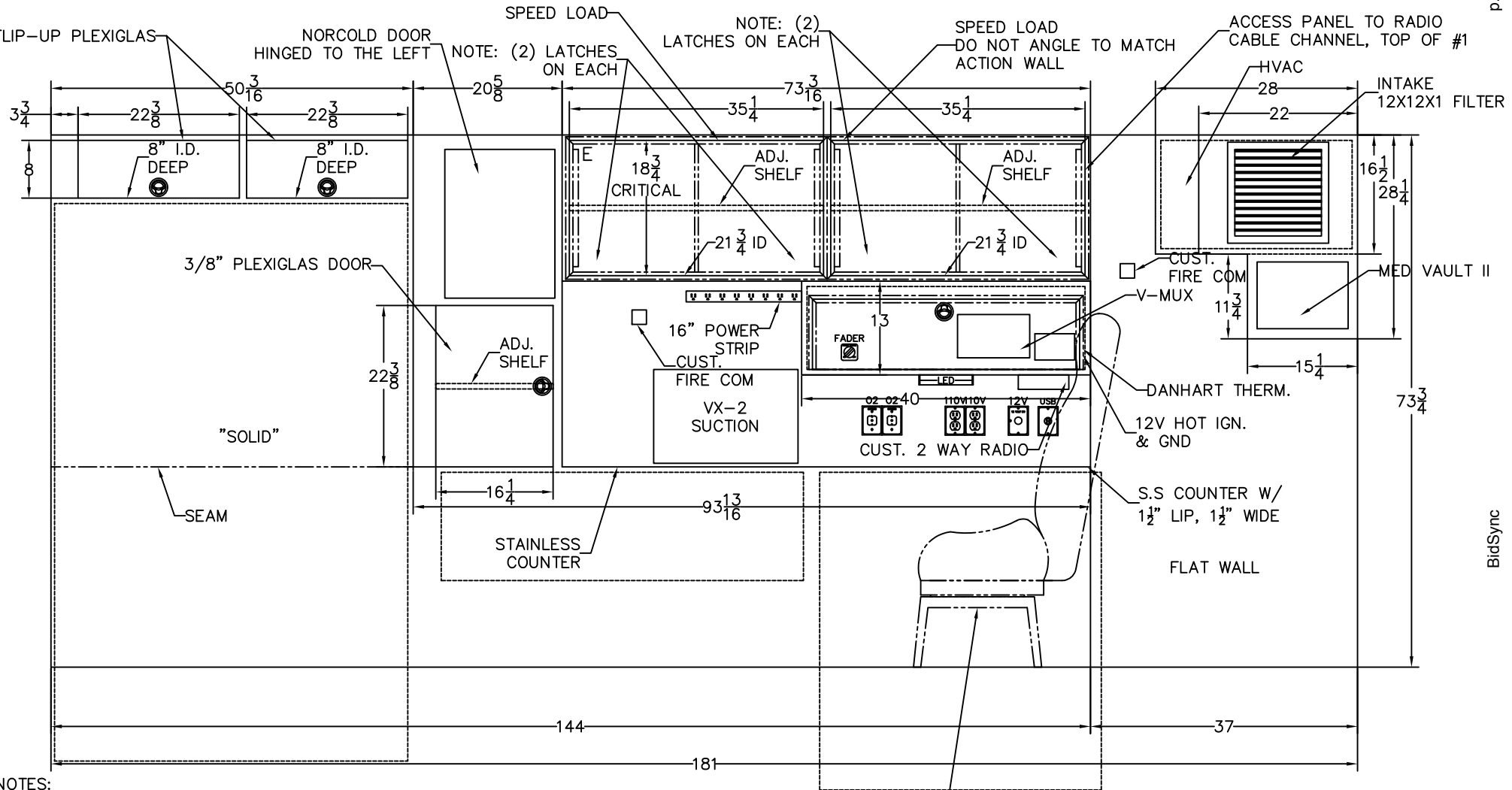
BigSync

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CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

- NOTES:
- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
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 - 3.) MODULE DIMENSIONS=186"L x 96"W x 95"H.
 - 4.) INTERIOR MODULE HEAD ROOM=74"H.
 - 5.) FREIGHTLINER M2 175" WHEEL BASE CHASSIS.
 - 6.) ALL 9x7 LIGHTS TO BE WHELEN M9 SERIES LIGHTS, CHROME FLANGES.
 - 7.) DOUBLE STAINLESS THRESHOLDS.
 - 8.) 3M SOUND DEADENING.
 - 9.) SMOOTH ALUMINUM DOOR PANELS.
 - 10.) AMBER WHELEN OS LIGHTS ON INTERIOR OF REAR-FACING DOORS.
 - 11.) DRY-DECK, ALL COMPARTMENTS.
 - 12.) TECHNIQUE LED STRIP-LIGHTS IN ALL COMPARTMENTS.
 - 13.) COT MOUNT TO BE CENTERED 16" OFF OF LEFT WALL.

Stock/Job#:	Drawing-	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	<h1 style="margin: 0;">Osage Industries, Inc.</h1> <p style="margin: 0;">TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051</p>		
End Customer:			
TEN-8 FIRE	Drawn By:	Date:	Scale:
BROWARD COUNTY	S.A.H.		NOT TO SCALE
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This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.	EXTERIOR LAYOUT, CURBSIDE TYPE-I FREIGHTLINER (SUPER-WARRIOR)		1 2/1/2011

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NOTES:

- 1.) 186" BODY, 74" HEADROOM.
- 2.) ALUMINUM CABINETS, ZOLATONE 20-62 MARBLESTONE.
- 3.) RUBBER MATS IN ALL CABINETS & SHELVES.
- 4.) S.S. SOUTHCOS.

NOTES: THIS DRAWING IS NOT TO SCALE. CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

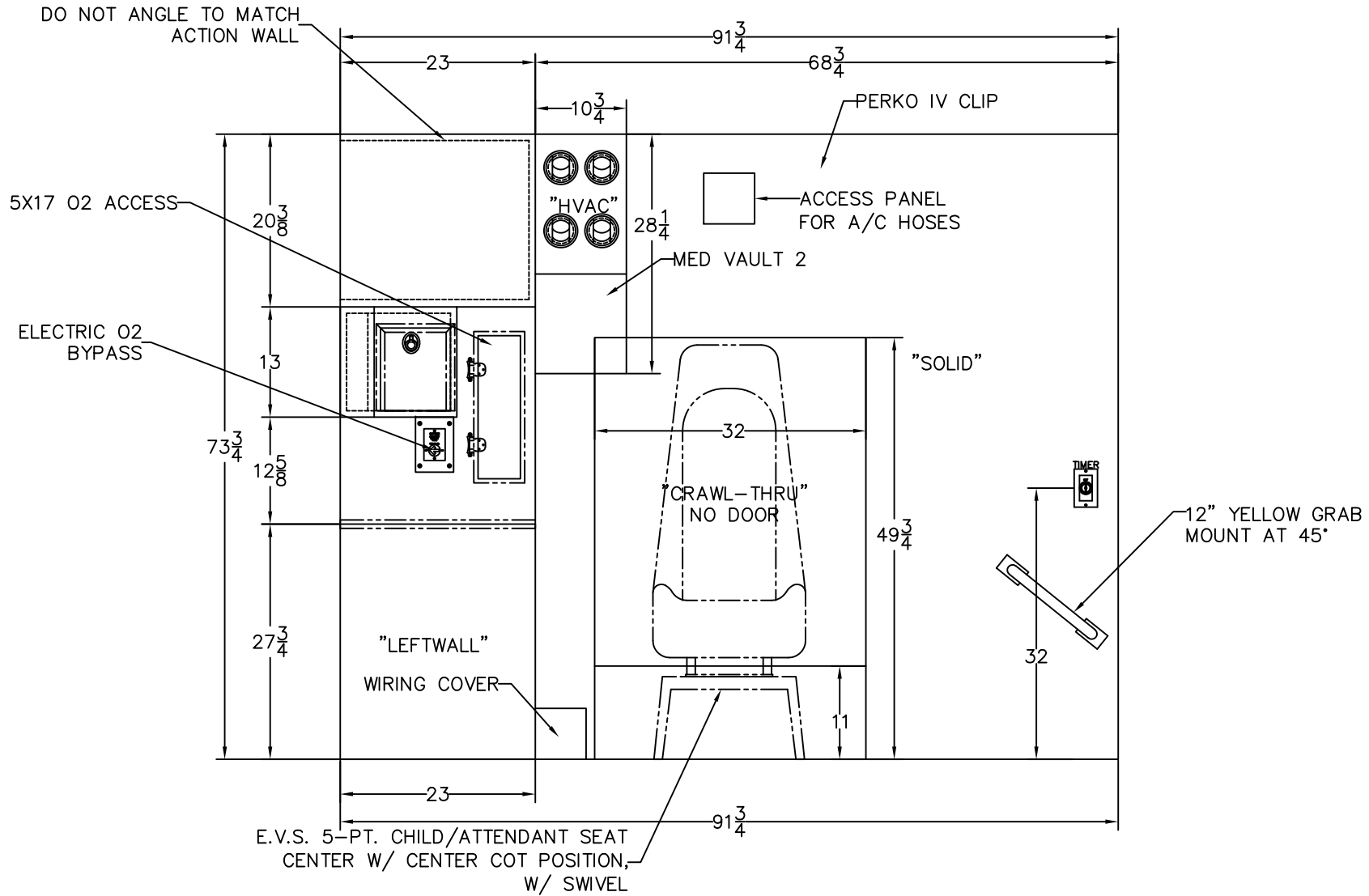
NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM. ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION SHOWN UNLESS OTHERWISE SPECIFIED.

E.V.S. 5-PT. CHILD/ATTENDANT SEAT W/ SWIVEL, (MOUNT AT DELIVERY)

Stock/Job#:	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer: TEN-8 FIRE	<h1 style="margin: 0;">Osage Industries, Inc.</h1> <p style="margin: 0;">TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051</p>		
End Customer: BROWARD COUNTY			
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		STREETSIDE INTERIOR, TYPE-I FREIGHTLINER (SUPER-WARRIOR)	
Rev.#	Revision Description	Date	Rev'd App'vd

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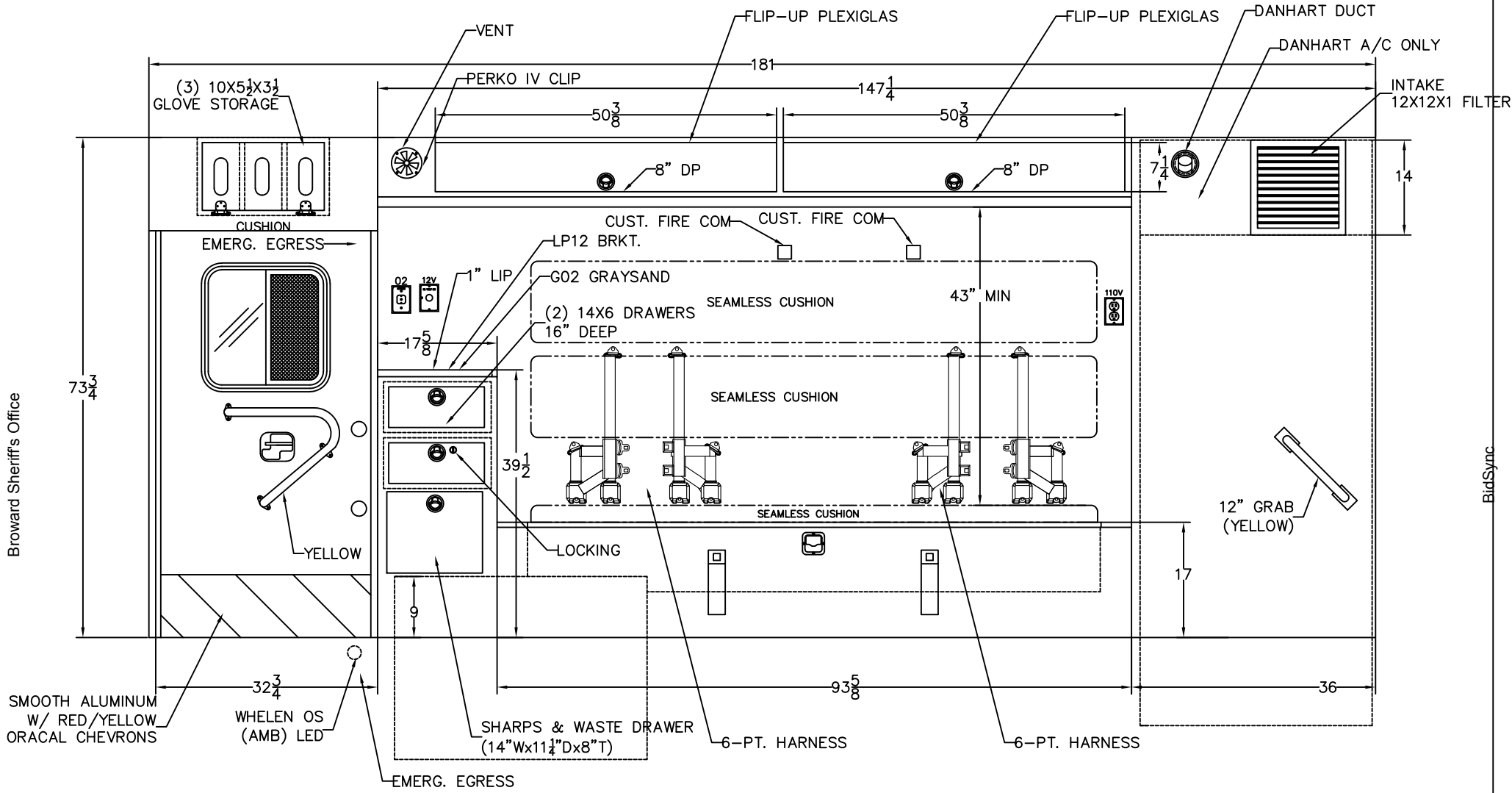


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Stock/Job#	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer: TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051		
End Customer: BROWARD COUNTY			
Drawn By: S.A.H.		Date:	Scale: NOT TO SCALE
Drawing Description: FORWARD INTERIOR, TYPE-I FREIGHTLINER (SUPER-WARRIOR)			Revision#
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NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM. ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION SHOWN UNLESS OTHERWISE SPECIFIED.

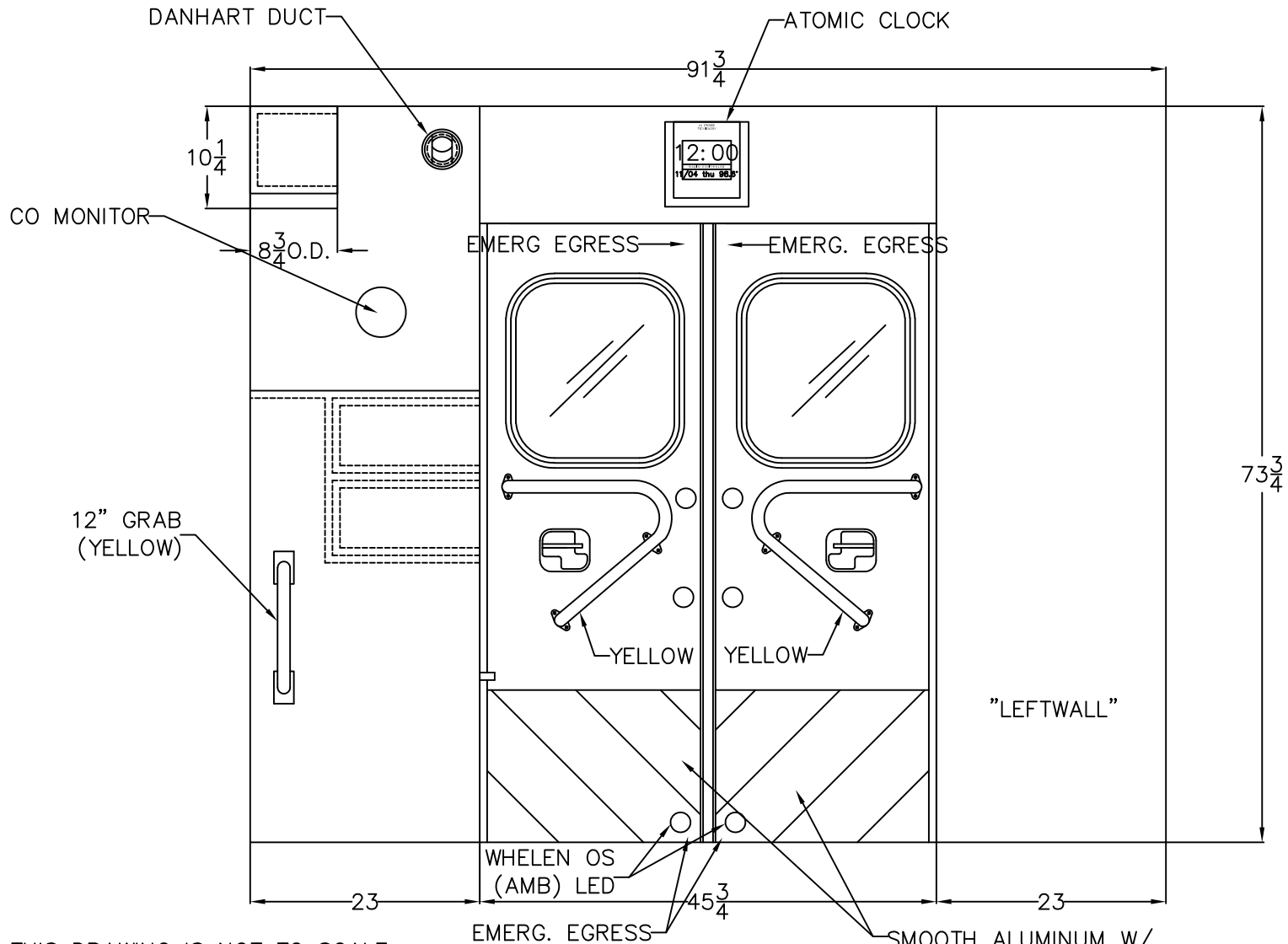
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Osage Dealer:	<h1 style="text-align: center;">Osage Industries, Inc.</h1> <p style="text-align: center;">TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051</p>		
End Customer:			
TEN-8 FIRE			
BROWARD COUNTY			

Drawn By:	Date:	Scale:
S.A.H.		NOT TO SCALE

<p style="text-align: center;">NOTICE</p> <p>This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.</p>	Drawing Description:	Revision#:
	CURBSIDE INTERIOR, TYPE-I FREIGHTLINER (SUPER-WARRIOR)	1

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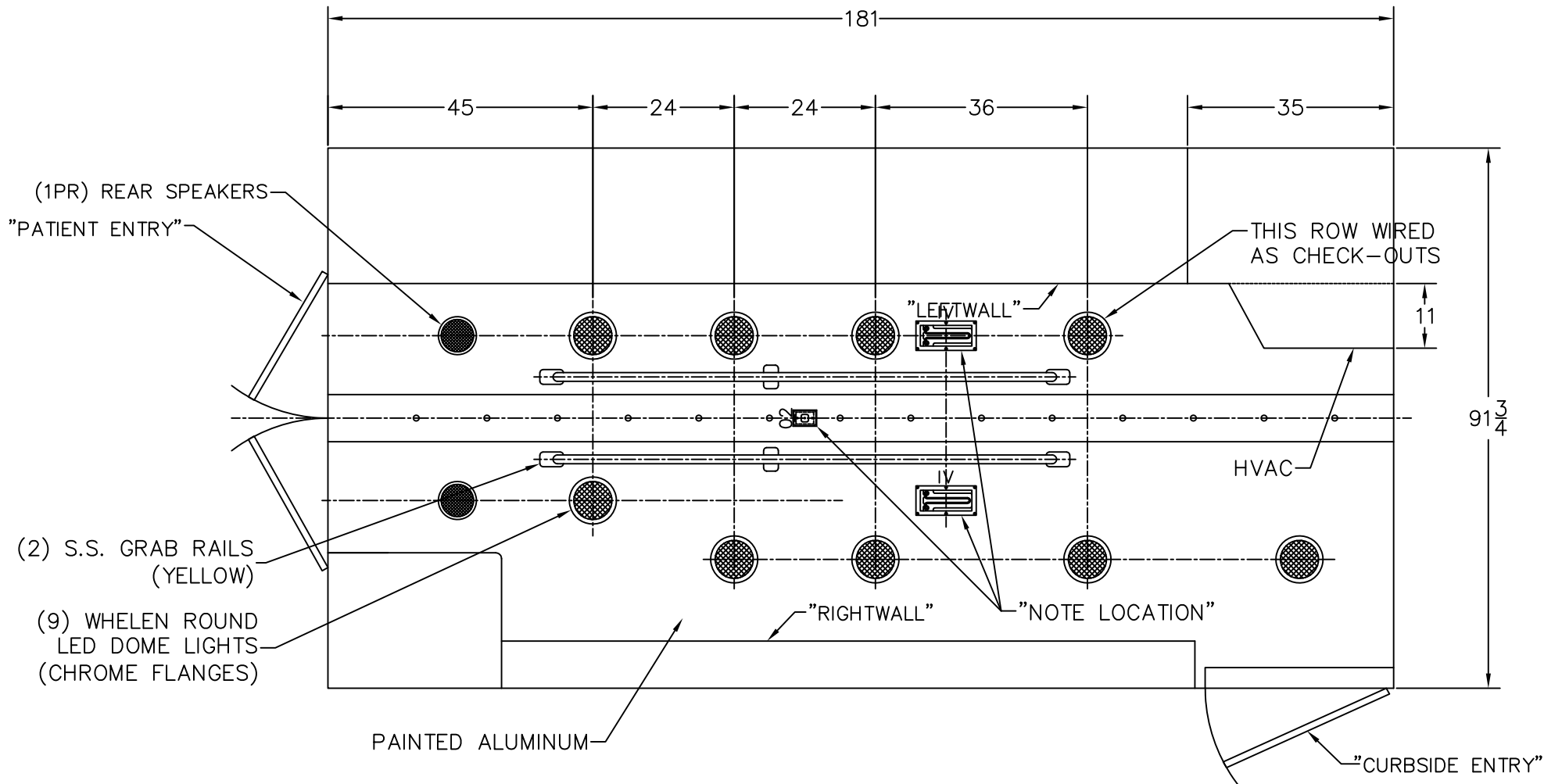
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Stock/Job#:	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	<h2 style="text-align: center;">Osage Industries, Inc.</h2> TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051		
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TEN-8 FIRE	Drawn By:	Date:	Scale:
BROWARD COUNTY	S.A.H.		NOT TO SCALE
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		REARWARD INTERIOR, TYPE-I FREIGHTLINER (SUPER-WARRIOR)	
Rev.#	Revision Description	Date	Rev'd App'vd

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Rev.#	Revision Description	Date	Rev'd App'vd

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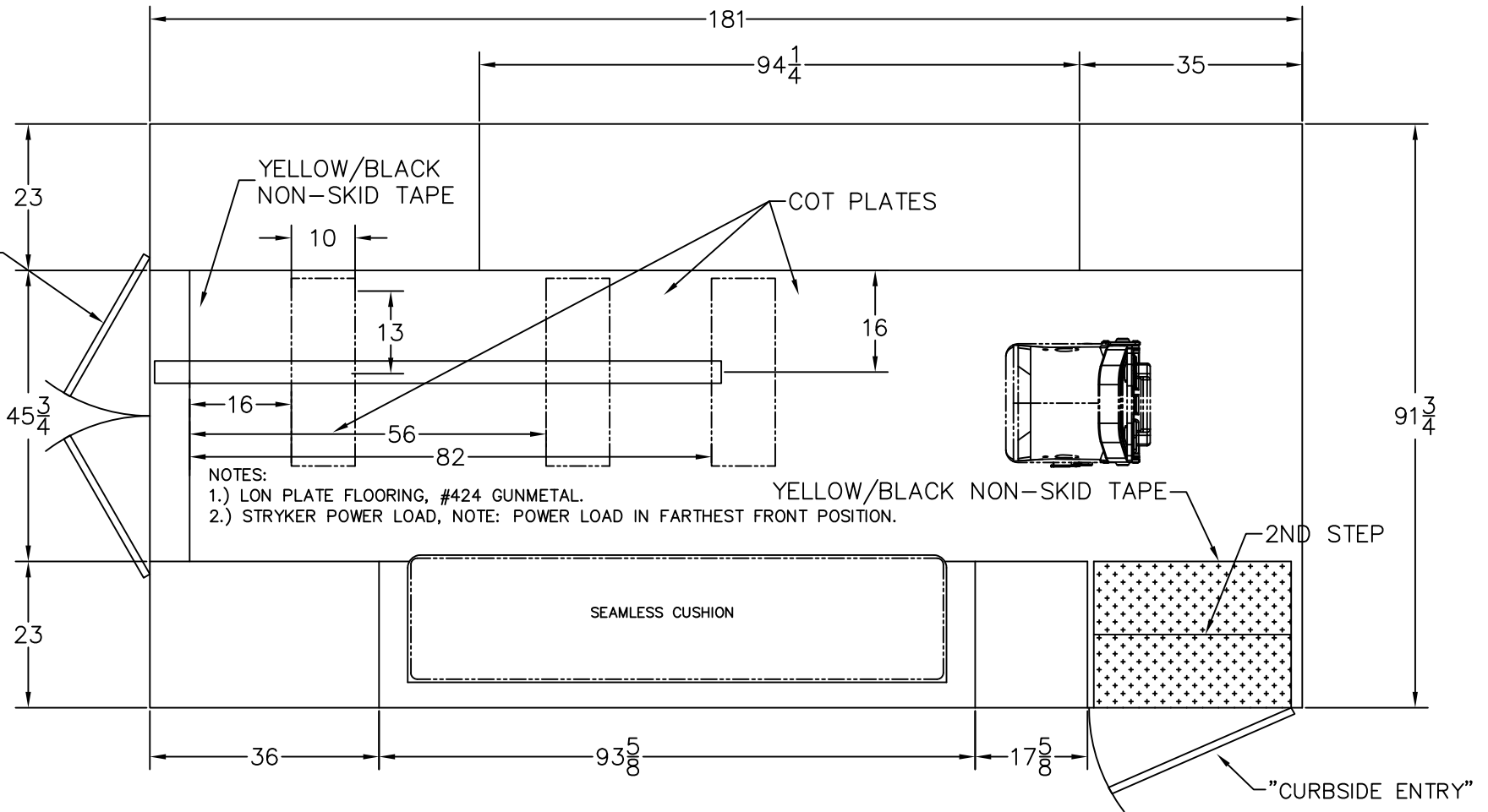
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Osage Dealer:	TEN-8 FIRE	<h1>Osage Industries, Inc.</h1> <p>TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051</p>	
End Customer:	BROWARD COUNTY		

NOTICE		Drawn By:	S.A.H.	Date:	Scale:	NOT TO SCALE
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		CEILING LAYOUT, TYPE-I FREIGHTLINER (SUPER-WARRIOR)		1 2/1/2018

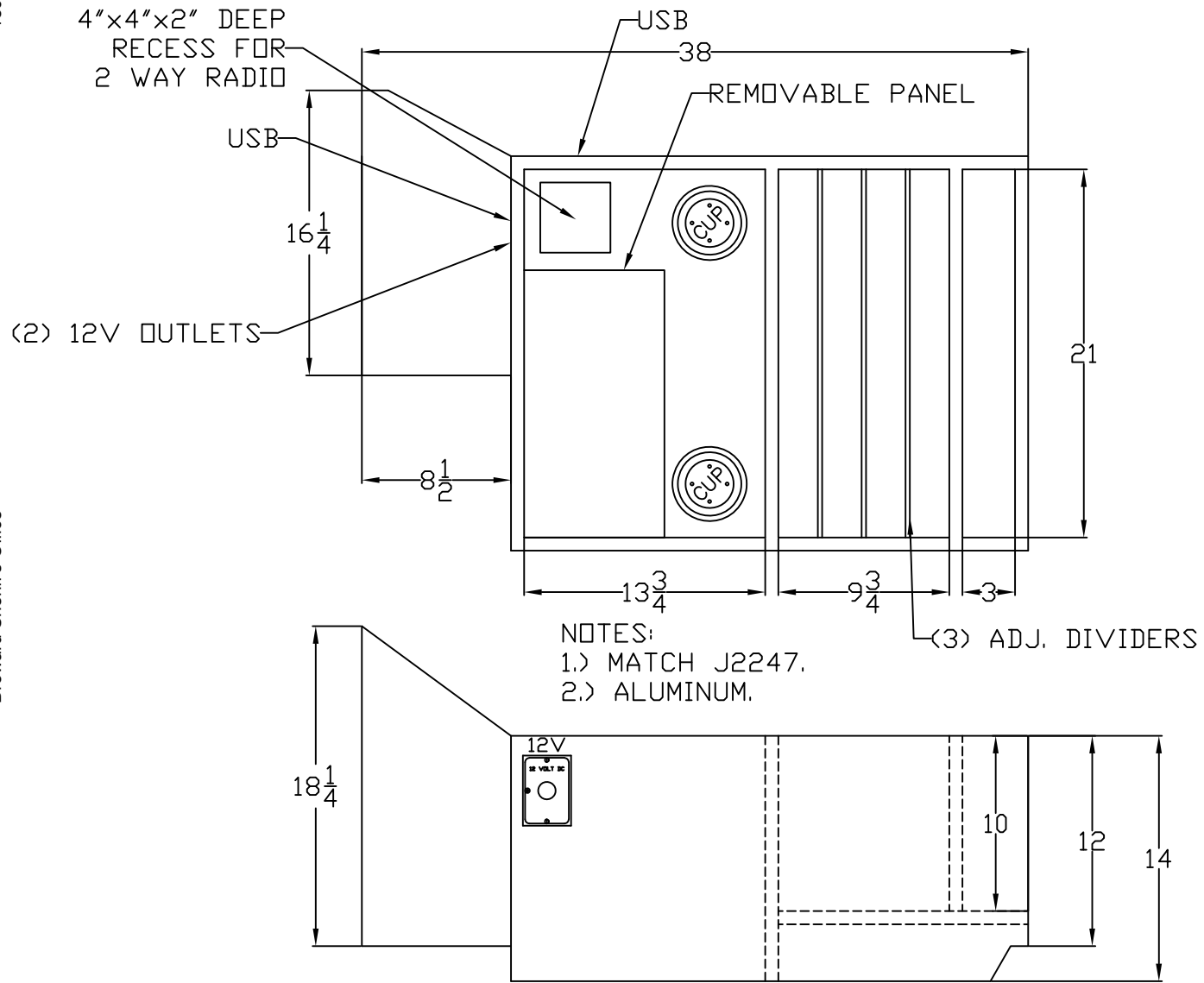
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 CHARACTERISTICS AND DIMENSIONS OF FINISHED
 PRODUCT MAY VARY.

Stock/Job#:	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	<h1 style="text-align: center;">Osage Industries, Inc.</h1> TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051		
End Customer:			
TEN-8 FIRE	Drawn By:	Date:	Scale:
BROWARD COUNTY	S.A.H.		NOT TO SCALE
NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description: FLOOR LAYOUT, TYPE-I FREIGHTLINER (SUPER-WARRIOR)	
		Revision# 1 2/1/2018	

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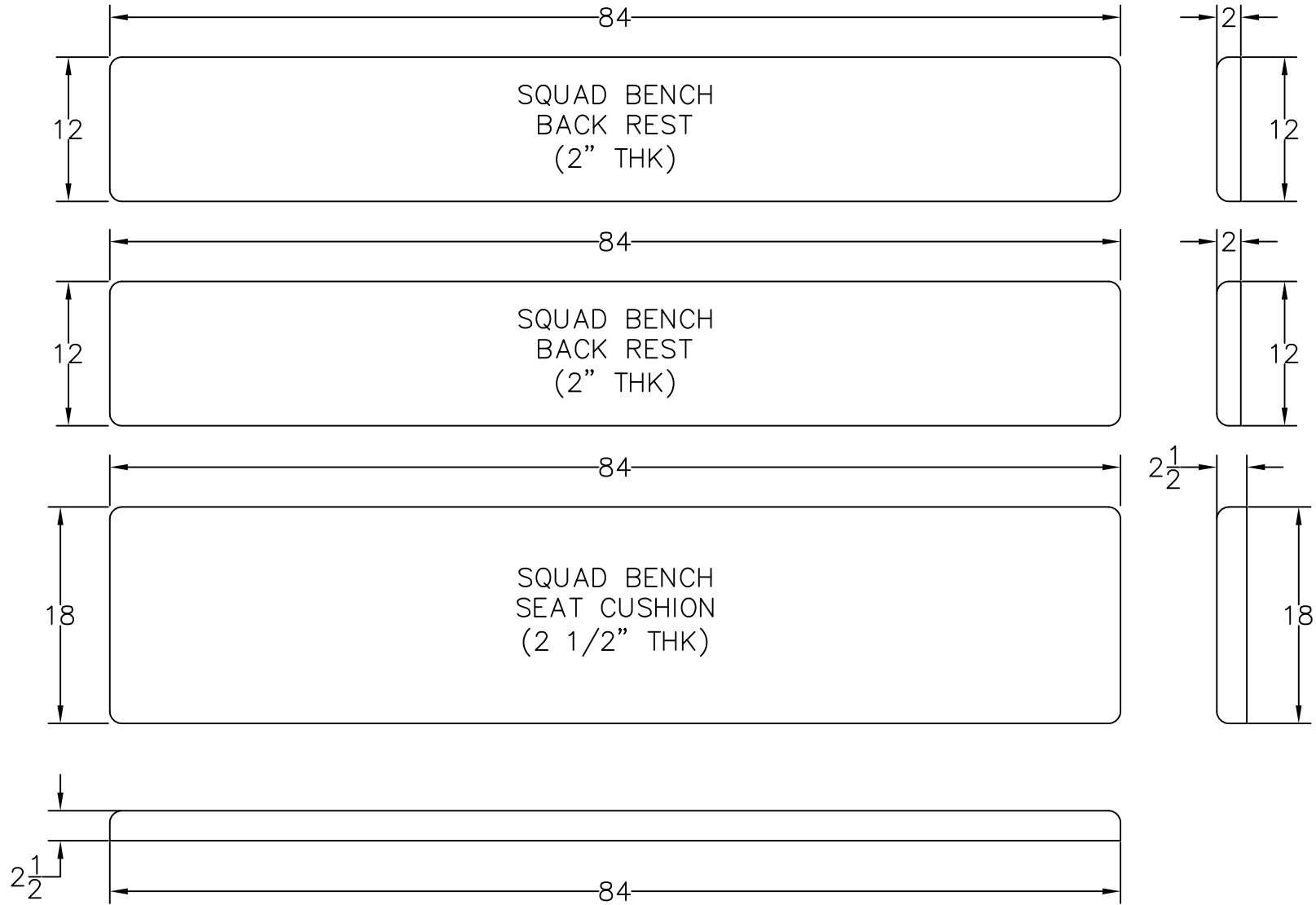


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Stock/Job#:	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer: TEN-8 FIRE	<h1 style="text-align: center;">Osage Industries, Inc.</h1> TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051		
End Customer: BROWARD COUNTY			
NOTICE		Drawn By: S.A.H.	Date:
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description: OSAGE RADIO CONSOLE TYPE I FREIGHTLINER, CRAWL-THROUGH	
		Scale: NOT TO SCALE	
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Revision#	1
Date	2/1/2018



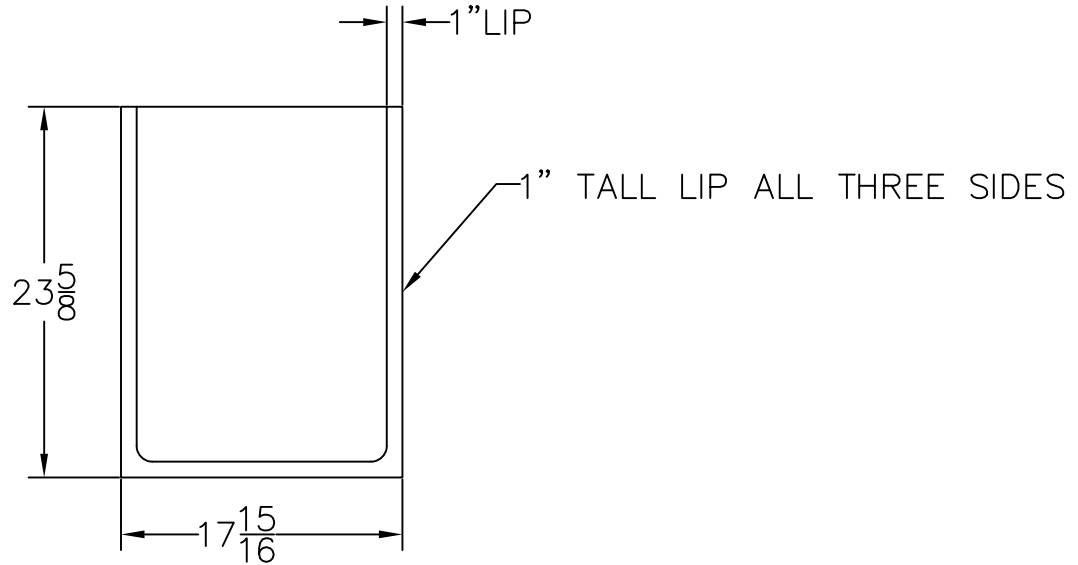
NOTES: MV-102 GUNMETAL.

NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED
PRODUCT MAY VARY.

Stock/Job#:	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer: TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051		
End Customer: BROWARD COUNTY			
NOTICE		Drawn By: S.A.H.	Date:
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Scale: NOT TO SCALE	
		Drawing Description: E.V.S. SEAMLESS CUSHIONS, CPR SEAT & SQUAD BENCH, FREIGHTLINER SUPER-WARRIOR	
Rev.#	Revision Description	Date	Rev'd App'vd

3			
2	REVISION DRAFT		
1	PRODUCTION DRAFT		
Rev.#	Revision Description	Date	Rev'd App'vd

Revision#
1
2/1/2018



NOTES: G02 GRAYSAND.

NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED
PRODUCT MAY VARY.

Stock/Job#:	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer: TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051		
End Customer: BROWARD COUNTY			
NOTICE		Drawn By: S.A.H.	Date:
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Scale: NOT TO SCALE	
		Drawing Description: CORIAN COUNTER-TOP MOLD LAYOUT, FREIGHTLINER	
Rev.#	Revision Description	Date	Rev'd App'vd

3				
2				
1	PRODUCTION DRAFT			
Rev.#	Revision Description	Date	Rev'd	App'vd

Revision#	1
Date	2/1/2018

- 6.4. Estimated time for completion of Remounted equipment is 90-120 from work commencement.
Estimated time for completion of New equipment is 120-150 days from chassis receipt.
Delivery of equipment scheduled at Final Inspection
Prebuild meeting shall occur within 30 days receipt of Purchase Order or at BSO's discretion.
- 6.6. Warranty(s)



Emergency Vehicle Limited Warranty

REMOUNT

Subject to limitations, provisions and conditions set forth in this Warranty, Osage Industries, Inc. does hereby warrant to each Purchaser Only that this ambulance remount work shall be free from defects in workmanship and materials used in the remount process for a period as follows:

- A. For **THREE 3 years or 36,000 miles**, whichever comes first, from the date of the purchase, Osage Industries, Inc. will repair or replace, at no cost to purchaser, only those components manufactured by Osage Industries, Inc. for use in a remount vehicle and excludes components from other manufacturers used in such conversions; i.e. sirens, inverters, lightbars, oxygen equipment, chassis, etc. Individual warranties are covered by those manufacturers included in the Owner's Manual as supplied with the vehicle and shall apply as set forth by said manufacturer. Osage will not assume liability or responsibility for components, which are reused. Osage will only reimburse labor up to (3) years on those components with more than a (3) year warranty.
- B. For **THREE 3 years or 36,000 miles**, whichever comes first, from the date of the purchase, Osage Industries, Inc. will cover the cost of labor and material, in the repair or replacement of the electrical systems furnished and installed by Osage Industries, Inc. This warranty shall include all wiring, terminals and connections and general design concept used by Osage Industries, Inc. at the time of the remount. This warranty shall not apply to any electrical equipment furnished and warranted by other manufacturers. These warranties shall be limited to component manufacturer's policies. Osage will not assume liability or responsibility for components, which are reused.
- C. Paint—For **THREE 3 years or 36,000 miles**, whichever comes first, from the date of the purchase, Osage Industries, Inc., will cover the cost of labor and materials on repairs ONLY to the module body paint, and cab stripe, if Osage has done a total repaint. Warranty covers cost of parts and labor, providing problem is agreed upon by both parties (purchaser and seller) to be a manufacturing defect.
- D. **GRAPHICS WARRANTY 3 YEARS OR 36,000 MILES**, Osage warrants its graphics and lettering package to be free from defects in material and workmanship for **three (3) years or 36,000 miles**. Warranty covers cost of parts and labor. Osage will not be liable for more than the amount of the purchase price of the graphics package.

The above warranties are conditioned upon normal use and reasonable maintenance and do not apply to any components, which have been subject to abuse, accident, alteration, vandalism, and improper or careless use. Any modification of any description made to any components on the conversion, without written approval by Osage Industries, Inc. shall void the warranty of said system and components parts.

Prompt written notice of all defects or claims against Osage shall be forwarded to Osage Industries, Inc., P.O. Box 718, Linn, Missouri (MO) 65051, or by calling at 800-822-3634. No repairs or additions shall be performed without prior approval from Osage Industries, Inc. Osage Industries, Inc. reserves the right to reject unauthorized claims and its decision in these matters shall be final.

If warranty repairs are necessary, all work must be performed by Osage Industries, Inc. or a repair center authorized by Osage Industries, Inc. It is the responsibility of the purchaser to transport vehicle to and from Osage Industries, Inc., Linn, Missouri (MO), or the repair center authorized by Osage Industries, Inc. for warranty repairs. Osage is not responsible for any loss or damage that may occur during said transportation.

Any expressed warranty not provided herein and any remedy for breach of contract which might arise by implication or operation of law, is hereby excluded and disclaimed. The implied warranties of merchantability and fitness for any particular purpose are expressly limited to the terms stated above. Some states do not allow limitations on how long an implied warranty lasts. Therefore, the above limitations may not apply to you.

Under no circumstances shall Osage Industries, Inc. be liable to purchaser or any other person for any special or consequential damages, whether arising out of breach of warranty, breach of contract, or otherwise. Some states do not allow the exclusion or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you.

This Warranty gives you specific legal rights, and you may have other rights, which vary, from state to state.



Emergency Vehicle Limited Warranty

TYPE I & III MODULARS

Subject to limitations, provisions and conditions set forth in this Warranty, Osage Industries, Inc. does hereby warrant to each Original Purchaser Only that each new vehicle conversion is free from defects and workmanship and materials used in the construction of a production model emergency vehicle for a period as follows:

A. PRODUCT CONVERSION WARRANTY

For **THREE 3 years or 36,000 miles**, whichever comes first, from the date of the original purchase. Osage Industries, Inc. will repair or replace, at no cost to purchaser, only those components manufactured by Osage Industries, Inc. for use in a production vehicle and excludes components from other manufacturers used in such conversions; i.e. sirens, inverters, lightbars, oxygen equipment, auto eject, siren drivers and chassis, etc. Individual warranties are covered by those manufacturers included in the Owner's Manual as supplied with the vehicle and shall apply as set forth by said manufacturer. Osage will only reimburse labor up to (3) years on those components with more than a (3) year warranty.

B. ELECTRICAL WARRANTY

For **SIX (6) years or 72,000 miles**, whichever comes first, from the date of the original purchase, Osage Industries, Inc. will cover the cost of labor and material, in the repair or replacement of the electrical systems furnished and installed by Osage Industries, Inc. This warranty shall include switch panels, electrical harnesses (and the installation), printed circuit boards and general design concept used by Osage Industries, Inc. at the time of manufacture. This warranty shall not apply to any electrical equipment furnished and warranted by other manufacturers. All other components are excluded from the coverage of this limited electrical warranty. **Extended Warranty if Purchased:** For up to **Seven 7 years or 100,000 miles** on electrical stated above.

C. ALUMINUM MODULE BODY AND INTERIOR ALUMINUM CABINET STRUCTURE

Lifetime warranted to the original purchaser, on the original chassis. This warranty can be transferred onto a new chassis, providing the remount is performed by Osage. At that time, Osage will thoroughly inspect and repair, if needed. **Door Hardware, Cabinet Finish and Latches** are warranted for a period of Three (3) years or 36,000 miles, whichever comes first from date of original purchase for defects under normal use; this does not include adjustments.

D. PAINT WARRANTY 5 YEARS OR 100,000 MILES

Complete, NON-PRO RATED warranty covers paint finish, corrosion and blistering of the ambulance body. Warranty covers the cost of parts and labor. Unless installed by Osage, lettering and graphics replacement due to paint failure will not be covered. Warranty is dependent on agreement by both parties (purchaser and seller) that failure is due to a manufacturing defect.

E. GRAPHICS WARRANTY 3 YEARS OR 36,000 MILES

Osage warrants its graphics and lettering package to be free from defects in material and workmanship for **three (3) years or 36,000 miles**. Warranty covers cost of parts and labor. Osage will not be liable for more than the amount of the purchase price of the graphics package.

The above warranties are conditioned upon normal use and reasonable maintenance and do not apply to any components, which have been subject to abuse, accident, alteration, vandalism, and improper or careless use. Any modification of any description made to any components on the conversion, without written approval by Osage Industries, Inc. shall void the warranty of said system and components parts.

Prompt written notice of all defects or claims against Osage shall be forwarded to Osage Industries, Inc., P.O. Box 718, Linn, Missouri (MO) 65051, or by calling at 800-822-3634. **No repairs or additions** shall be performed without **prior approval** from Osage Industries, Inc. Osage Industries, Inc. reserves the right to reject unauthorized claims and its decision in these matters shall be final.

If warranty repairs are necessary, all work must be performed by Osage Industries, Inc. or repair center authorized by Osage Industries, Inc. **It is the responsibility of the purchaser to transport vehicle** to and from Osage Industries, Inc., Linn, Missouri (MO), or repair center authorized by Osage Industries, Inc. for warranty repairs. Osage is not responsible for any loss or damage that may occur during said transportation.

Any expressed warranty not provided herein and any remedy for breach of contract which might arise by implication or operation of law, is hereby excluded and disclaimed. The implied warranties of merchantability and fitness for any particular purpose are expressly limited to the terms stated above. Some states do not allow limitations on how long an implied warranty lasts. Therefore, the above limitations may not apply to you. Osage is not responsible for any loss or damage that may occur during said transportation.

Under no circumstances shall Osage Industries, Inc. be liable to purchaser or any other person for any special or consequential damages, whether arising out of breach of warranty, breach of contract, or otherwise. Some states do not allow the exclusion or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you.

This Warranty gives you specific legal rights, and you may have other rights, which vary, from state to state.

6.12. - Manufacturer's Statement of Origin (MSO), title application (if required), invoice and all warranty documents shall be provided with each piece of equipment at the time of delivery. Vehicles will be delivered clean and with all fluids full.

6.13. - Liens and Security Interests: awarded Proposer shall assume full responsibility that all ALS transport Units delivered to BSO are free and clear of all liens and security interests.

6.14. - Awarded Proposer will work with manufacturer and cab-chassis supplier (if applicable) at time of order to deliver Units to BSO at address indicated in this RLI.

6.15. Inspections, Testing, Meetings:

- 6.15.1. Pre-construction meeting at manufacturer's plant will be attended by four (4) BSO representative(s) and Awarded Proposer's representative.
- 6.15.2. Mid-Line Inspection (2nd inspection) at manufacturer's plant will be attended by four (4) BSO representative(s) and Awarded Proposer's representative.
- 6.15.3. Final Inspection/performance testing at manufacturer's plant will be attended by four (4) BSO representative(s) and Awarded Proposer's representative. Units will be 100% complete and ready for delivery. All loose equipment must be present with the vehicle (not shipped separately) and installed to BSO specifications as requested. BSO will perform final inspection and full performance test of the Units and all integral systems. Awarded Proposer will provide technical information and representatives to allow complete and thorough inspection. Third party certifications must be available for review at final inspection if applicable.

6.16. - Number of days and time taken for Unit inspections and testing at manufacturer's plant by BSO are expected to be reasonable and at BSO's discretion. Inspections will be planned for approximately 2 to 4 days each, with sufficient time allocated for BSO staff to satisfactorily inspect and meet with awarded Proposer to discuss issues which may require resolution between BSO and awarded Proposer.

6.17. - Awarded Proposer will be responsible for travel expenses incurred by BSO including airfare, vehicle rental, food, and hotel.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER Gifford-Heiden Ins Inc 111 E Venice Avenue Venice, FL 34285 Russ Gifford 941-484-0681 CONTACT NAME: Russ Gifford PHONE (A/C, No, Ext): 941-484-0681 FAX (A/C, No): 941-485-3835 INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Co NAIC #: 20508 INSURER B: National Fire Ins Co 20478 INSURER C: Continental Casualty Co 20443

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, Garage Liab, and GKLL Phy Dmg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Fire Equipment Sales and Service.

CERTIFICATE HOLDER EVIDENC CANCELLATION

Evidence of Insurance SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Russ Gifford

2017 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 17, 2017
Secretary of State
CC6877837680

DOCUMENT# J73707

Entity Name: TEN-8 FIRE EQUIPMENT, INC.

Current Principal Place of Business:

2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203

Current Mailing Address:

2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203

FEI Number: 59-2812764

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CAROL HUIZER
2904 59TH AVE DRIVE EAST
BRADENTON, FL 34203 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent Date

Officer/Director Detail :

Title ST
Name HUIZER, CAROL V.
Address 2904 59TH AVENUE DRIVE EAST
City-State-Zip: BRADENTON FL 34203

Title D
Name BOUWER, DANN A.
Address 1110 64TH STREET NW
City-State-Zip: BRADENTON FL 34209

Title D
Name BOUWER, DONALD J.
Address 6127 45TH STREET WEST
City-State-Zip: BRADENTON FL 34210

Title D
Name JONES, MARK S.
Address 4119 3RD AVENUE NE
City-State-Zip: BRADENTON FL 34208

Title PCEO
Name CHAPMAN, B. KEITH
Address 2904 59TH AVENUE DRIVE EAST
City-State-Zip: BRADENTON FL 34203

Title S
Name ABRAHAM, STACEY
Address 2904 59TH AVENUE DRIVE EAST
City-State-Zip: BRADENTON FL 34203

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CAROL HUIZER

ST

02/17/2017

Electronic Signature of Signing Officer/Director Detail Date

LICENSE CERTIFICATE

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND
MOTOR VEHICLES
DIVISION OF MOTORIST SERVICES

TEN 8 FIRE EQUIPMENT INC
2904 59TH AVENUE DR E
BRADENTON, FL 34203-5312

License

FOR A DEALER IN FRANCHISED
MOTOR VEHICLES

LICENSE NUMBER
VF/1001939/1
PRIMARY LOT

EFFECTIVE DATE
12/05/2017

EXPIRATION DATE
12/31/2018

THIS CERTIFIES, THAT

TEN 8 FIRE EQUIPMENT INC

AT 2904 59TH AVE DR E
BRADENTON, FL 34203

IS HEREBY LICENSED UNDER THE PROVISIONS OF SECTION

320.27, FLORIDA STATUTES TO CONDUCT AND CARRY ON BUSINESS AS
A DEALER IN FRANCHISED MOTOR VEHICLES AT THE ABOVE DESCRIBED
LOCATION

GIVEN UNDER MY HAND AND SEAL THE ABOVE DATE WRITTEN.

Julie W. Gentry

BUREAU CHIEF



Robert R. Kynoch

DIRECTOR

HSMV 84103 (REV. 2/11)S

STATE OF FLORIDA

VOID
IF
ALTERED

VOID
IF
ALTERED

RLI #18007IC - ALS Transport Units, Accessories and Equipment
REFERENCE FORM

(TO BE COMPLETED & SIGNED BY PROPOSER'S REFERENCE & INCLUDED IN PROPOSAL)

PROPOSER'S NAME: (Name of firm submitting proposal To BSO)	Ten-8 Fire Equipment, Inc. / Shawn Hunter 2904 59 th Ave. Dr. E., Bradenton, FL 34203 Cell: (941) 536-8172 / shunter@ten8fire.com
Customer (Company) Name providing reference	Bedford County Fire & Rescue
Customer Contact Name, Title, Phone, E-Mail	Seth Mowles, Deputy Chief, (540) 587-0700 s.mowles@bedfordcountyva.gov
Dollar Amount of Contract	

Factors	Question	Response	Comments
Services:	Has Proposer provided remounted Type 1 transport unit Remounts to your Agency?	Yes If yes how many? <u> 3 </u>	We have had 3 remounts performed by OSAGE and they assisted us with saving as much money as we could through the Remount process.
	Has your Agency purchased Type 1 transport units from Proposer?	Yes If yes how many? <u> 5 </u>	We have modified our spec to fit our increasing needs through the years and they have been very responsive to our changing needs.
Timeliness	Did provider deliver equipment time?	Yes	They were right in line with the time they proposed and a couple cases delivered sooner than expected.
	Was response time satisfactory when contacting provider with questions/ comments during manufacture?	Yes	Clay has been very helpful with the few issues we have encountered and they have worked quickly to fix the issues.
Contract Management	Was the manufacture, delivery of equipment performed satisfactorily?	Yes	Contract has been executed as proposed and we have been very pleased with the product they delivered.
Quality	Were you satisfied with the quality of equipment provider's value-added services (i.e. installation, retrofit, assembly, delivery)	Yes	We have had great luck and service from OSAGE. We have had little to no issues with the quality or craftsmanship they have provided.

**RLI #180071C - ALS Transport Units, Accessories and Equipment
REFERENCE FORM**

(TO BE COMPLETED & SIGNED BY PROPOSER'S REFERENCE & INCLUDED IN PROPOSAL)

PROPOSER'S NAME: (Name of firm submitting proposal To BSO)	Ten-8 Fire Equipment, Inc. / Shawn Hunter 2904 59 th Ave. Dr. E., Bradenton, FL 34203 Cell: (941) 536-8172 / shunter@ten8fire.com
Customer (Company) Name providing reference	ST. CLAIR AMBULANCE DIST.
Customer Contact Name, Title, Phone, E-Mail	RUSSELL JUNG (CAPTAIN) 686-234-7149 RUSSTOL@YAHOO.COM
Dollar Amount of Contract	

Factors	Question	Response	Comments
Services:	Has Proposer provided remounted Type 1 transport unit Remounts to your Agency?	<input checked="" type="radio"/> Yes No If yes how many? <u>4</u>	AND THEY ARE REMOUNTING ONE NOW
	Has your Agency purchased Type 1 transport units from Proposer?	<input checked="" type="radio"/> Yes No If yes how many? <u> </u>	DONT REMEMBER THE EXACT AMOUNT BEEN BUYING OSAGE SINCE THE 80'S
Timeliness	Did provider deliver equipment time?	<input checked="" type="radio"/> Yes No	
	Was response time satisfactory when contacting provider with questions/ comments during manufacture?	<input checked="" type="radio"/> Yes No	
Contract Management	Was the manufacture, delivery of equipment performed satisfactorily?	<input checked="" type="radio"/> Yes No	
Quality	Were you satisfied with the quality of equipment provider's value-added services (i.e. installation, retrofit, assembly, delivery)	<input checked="" type="radio"/> Yes No	I HAVE SEEN REMOUNT JOBS DONE AT OTHER PLACES THE QUALITY DOWNT COMPARE TO OSAGE

RLI #18007IC - ALS Transport Units, Accessories and Equipment
REFERENCE FORM

(TO BE COMPLETED & SIGNED BY PROPOSER'S REFERENCE & INCLUDED IN PROPOSAL)

PROPOSER'S NAME: (Name of firm submitting proposal To BSO)	Ten-8 Fire Equipment, Inc. / Shawn Hunter 2904 59 th Ave. Dr. E., Bradenton, FL 34203 Cell: (941) 536-8172 / shunter@ten8fire.com
Customer (Company) Name providing reference	Roberts Park Fire Protection District
Customer Contact Name, Title, Phone, E-Mail	Jeff Ketchen, Fire Chief, 708-598-6752, jketchen@rpfpd.org
Dollar Amount of Contract	

Factors	Question	Response	Comments
Services:	Has Proposer provided remounted Type 1 transport unit Remounts to your Agency?	<u>Yes</u> No If yes how many? ___3___	You have to look long and hard to distinguish a remount from a new unit.
	Has your Agency purchased Type 1 transport units from Proposer?	<u>Yes</u> No If yes how many? ___3___	We purchased our first Osage ambulance in 2007. We have not purchased any other brand since.
Timeliness	Did provider deliver equipment time?	<u>Yes</u> No	Usually delivered ahead of the promised time.
	Was response time satisfactory when contacting provider with questions/ comments during manufacture?	<u>Yes</u> No	Osage is always very responsive to me.
Contract Management	Was the manufacture, delivery of equipment performed satisfactorily?	<u>Yes</u> No	Every time!
Quality	Were you satisfied with the quality of equipment provider's value-added services (i.e. installation, retrofit, assembly, delivery)	<u>Yes</u> No	So satisfied, in fact, that I had them re-chassis an old Type III that they did not originally build.

RLI #18007IC - ALS Transport Units, Accessories and Equipment
REFERENCE FORM

(TO BE COMPLETED & SIGNED BY PROPOSER'S REFERENCE & INCLUDED IN PROPOSAL)

PROPOSER'S NAME: (Name of firm submitting proposal To BSO)	Ten-8 Fire Equipment, Inc. / Shawn Hunter 2904 59 th Ave. Dr. E., Bradenton, FL 34203 Cell: (941) 536-8172 / shunter@ten8fire.com
Customer (Company) Name providing reference	Fort Lauderdale Fire Rescue
Customer Contact Name, Title, Phone, E-Mail	Gregory May, Battalion Chief, 954-592-9649, gmay@fortlauderdale.gov
Dollar Amount of Contract	

Factors	Question	Response	Comments
Services:	Has Proposer provided remounted Type 1 transport unit Remounts to your Agency?	Yes No If yes how many? _____	
	Has your Agency purchased Type 1 transport units from Proposer?	Yes No If yes how many? _14_	
Timeliness	Did provider deliver equipment time?	Yes No	
	Was response time satisfactory when contacting provider with questions/ comments during manufacture?	Yes No	
Contract Management	Was the manufacture, delivery of equipment performed satisfactorily?	Yes No	
Quality	Were you satisfied with the quality of equipment provider's value-added services (i.e. installation, retrofit, assembly, delivery)	Yes No	

LICENSE CERTIFICATE

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND
MOTOR VEHICLES
DIVISION OF MOTORIST SERVICES

OSAGE INDUSTRIES INC
PO BOX 718
LINN, MO 65051

License

LICENSE NUMBER
MV/1000294/1

PRIMARY LOT

FOR A MANUFACTURER OF MOTOR
VEHICLES

EFFECTIVE DATE

10/01/2013

EXPIRATION DATE

09/30/2015

THIS CERTIFIES, THAT

OSAGE INDUSTRIES INC

AT 194 TWIN RIDGE RD
LINN, MO 65051

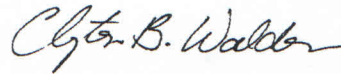
IS HEREBY LICENSED UNDER THE PROVISIONS OF SECTION

320.60-320.70, FLORIDA STATUTES TO CONDUCT AND CARRY ON
BUSINESS AS A MANUFACTURER OF MOTOR VEHICLES IN THE STATE OF
FLORIDA

GIVEN UNDER MY HAND AND SEAL THE ABOVE DATE WRITTEN.



BUREAU CHIEF



DIRECTOR

HSMV 84103 (REV. 2/11)S

STATE OF FLORIDA

VOID
IF
ALTERED

VOID
IF
ALTERED



RECORDS, TAXES AND TREASURY DIVISION

ATTENTION TAXPAYERS: Please be advised of the NON-REFUNDABLE processing fees for all online credit or debit card transactions. **Credit and Debit card transactions will be charged 2.55% of the full payment amount (\$1.95 minimum fee).** You will be shown and asked to approve the amount of any convenience fee before completing your payment and check-out process. **There is NO FEE for making payment by the eCheck payment option.**

2018 Details — Business Tax Account TEN 8 FIRE EQUIPMENT INC

[Print this page](#)

Business Tax Account #73044

[Account details](#)

[Account history](#)

2018	2017	2016	2015	...	2009
Paid	Paid	Paid	Paid		Paid

Account number: 73044

Business start date: 11/19/2008

Physical business location: POMPANO BEACH

Business address: TEN 8 FIRE EQUIPMENT INC
2651 WILES ROAD
POMPANO BEACH, FL 33073

Mailing address: DANN BOUWER / DON BOUWER
2651 WILES ROAD
POMPANO BEACH, FL 33073

Owner(s): DANN BOUWER / DON BOUWER
2651 WILES ROAD
POMPANO BEACH, FL 33073

[Print exemption application \(PDF\)](#)

Receipts And Occupations

Receipt 329-36136

SERVICE 10/01/2017-09/30/2018 Units: 8
ALL OTHERS

[Return to Search](#)







Executive Summary:

Ten-8 Fire Equipment, Inc. is a major United States distributor of fire and emergency apparatus and equipment. Focused on serving customers in Florida and Georgia, our knowledgeable staff of sales, service, and support personnel is comprised of over 110 employees. Over the last 33 years, Ten-8 has worked diligently to improve our business and expand our customer base, continually investing in our personnel and facilities. Operating out of five service locations, Ten-8 strives to serve our customers with excellence.

The Region's Premier Provider

As the region's premier provider to the Fire & EMS Industry, Ten-8 represents only the best brands available. Among these are Pierce fire apparatus, Braun ambulances, Osage ambulances, MSA firefighting equipment, Fire-Dex personal protection equipment, TNT Rescue extrication tools, Key Hose fire hoses, Task Force Tips (TFT), and Elkhart Brass firefighting equipment. These companies manufacture items such as fire hose and fittings, turn out gear, hand tools, scene lighting equipment, hydraulic rescue equipment, breathing air apparatus, fire trucks, and ambulances – anything and everything our customers might need, available from one local dealer. Ten-8 sells over one-hundred brands.

Ten-8 has been named as the top dealer in the country by many of our vendors including: MSA, Fire-Dex, Key Hose and TNT Rescue Tools.

A Commitment to Honesty, Fairness, and Reliability

Ten-8 takes the ideals set forth in our Mission, Vision, and Values to heart each and every day.

Our Mission is to partner with fire and safety professionals in saving lives and protecting property by offering outstanding products and premier service. Ten-8 serves our customers with the utmost professionalism and integrity.

Our Vision is for Ten-8 to be the premier service provider to the fire and emergency industry. Market growth will be achieved by providing the highest quality products through the most knowledgeable and professional sales force. Ten-8 will create a work environment that fosters employee growth, development, and opportunity.

Our Core Values are grounded in integrity.

- Customers – Ten-8 is honored to serve the fire and emergency professionals in Florida and Georgia. Our customers put themselves in harm's way to save others, and Ten-8 is humbled by their courage and commitment. Ten-8 endeavors to make their jobs safer and more effective.
- Employees – Our employees are our greatest asset. Ten-8 provides opportunities for advancement with proper training and education. Ten-8 values teamwork, dedication, and a positive attitude.
- Suppliers – Ten-8 represents only the best products available. Ten-8 seeks to create and maintain loyal partnerships with our suppliers.
- Work Environment – Ten-8 will always endeavor to “do the right thing”. Our business is based upon mutual respect, communication, trust, security, and stability

History:



1970s

The company was started under the name Don Bouwer Fire & Safety Equipment.

1985

The company was incorporated as Ten-8 Fire Equipment, Inc., with the first office run out of Don's home. Ten-8 also became the exclusive Pierce sales and service distributor in Florida.

1986

Offices were moved out of owner, Don Bouwer's home, and into a trailer.

1988

The first Ten-8 Fire Equipment building was constructed at 2904 59th Ave. Dr. E., Bradenton.

1989

Ten-8 began selling and servicing MSA Fire Safety Equipment.

1994

Ten-8 began selling Fire-Dex personal protection equipment.

1995

Ten-8 built additions to the Bradenton facility to include 4 additional bays and upstairs offices.

1998

The Sanford, FL facility was built.

2001

The Bradenton, FL facility expanded again, to include 4 additional bays and a paint booth.

2004

Ten-8 Fire Equipment was honored as Pierce Dealer of the Year, and named #1 in Sales. Ten-8 also expanded the Sanford, FL facility to include a body and paint shop.

2005

Ten-8 opened its facility in Forsyth, GA and began selling and servicing Pierce apparatus. Ten-8 was named Pierce Dealer of the Year and #1 in sales for a second year in a row.

2008

The Ten-8 Fire Equipment DeFuniak Springs, FL facility was built.

2010

The new facility in Pompano Beach, FL was opened. Ten-8 also began selling and servicing Braun Ambulances, and representing TNT Rescue Tools.



Service Building in Sanford, FL

2013

Ten-8 Fire Equipment moved into its newly purchased facility in Pompano Beach. Ten-8 also began selling and servicing Osage and Medix Ambulances.

2014

Dealer of the year for Fire-Dex and Key Hose.

2015

Celebrated 30 years, began sponsorship with Firefighting Cancer Support Network. Dealer of the year for Fire-Dex, Key Hose and TNT Rescue tools.

2016

Leadership reorganization occurred with the hiring of new President/CEO and the addition of new VP of Apparatus Service, VP of Apparatus Sales and Corporate Marketing Manager and Contract Administrator.

Current Locations:

BRADENTON, FL

2904 59th Ave. Dr. E.
 Bradenton, FL 34203
 Sales: 877-989-7660
 Service: 800-228-8368 o
 941-756-7779
 Fax: 941-756-2598
 Hours of operation:
 Office: 8:00am - 5:00pm
 Shop: 7:30am - 4:00pm



DEFUNIAK SPRINGS, FL

Sales: 877-989-7660
 Service: 888-819-1017
 850-892-1041
 1549 Highway 90 E.
 Fax: 850-892-1352
 Hours of operation:
 Office: 7:30am - 4:00pm
 Shop: 7:30am - 4:00pm



SANFORD, FL

141 Maritime Drive
 Sanford, FL 32771
 Sales: 877-989-7660
 Service: 866-328-5081 o
 407-328-5081
 Fax: 407-328-5083
 Hours of operation:
 Office: 8:00am - 4:30pm
 Shop: 7:30am - 4:00pm



POMPANO BEACH, FL

2651 Wiles Road
 Deerfield Beach, FL 330
 Sales: 877-989-7660
 Service: 954-272-1430
 Fax: 954-272-1434
 Hours of operation:
 Office: 7:30am - 4:30pm
 Shop: 7:30am - 4:00pm



FORSYTH, GA

1591 Collier Road
 Forsyth, GA 31029
 Sales: 877-989-7660
 Service: 478-994-3235
 Fax: 478-994-6458
 Hours of operation:
 Office: 8:00am - 5:00pm
 Shop: 8:00am - 5:00pm



Services Offered:

Ten-8 understands that fire equipment is only truly sold once; it's the ongoing maintenance and repair that truly keeps business and satisfies customers. Ten-8 values ongoing relationships and wants to do its best to serve with excellence. Investing in certified technicians, offering continual education and product training, and leveraging manufacturing support, are a few examples of items Ten-8 invests in to ensure customers have the best service experience. In addition, Ten-8 maintains a large parts department to support our repair business. This is critical to ensuring our customers get the parts they need, on the timeline they demand.

Ten-8 has a separate division in the company dedicated to equipment service which includes 3 mobile technicians and 3 in-house technicians. Some of our services that we offered are details below.

MSA Certified Repair Center Ten-8 is an MSA authorized repair center. We have a complete inventory of parts and accessories to provide you with fast delivery and prompt service. Our factory trained and certified staff includes three (3) Mobile service technicians and three (3) Air Shop service technicians.

MSA Certified Mobile Flow Testing

NFPA 1852 requires annual flow testing of your self-contained breathing apparatus. Our MSA certified technicians are available to come to your location to perform annual flow testing on your SCBA's.

Face Piece Fit Testing

Fit testing is required annually per OSHA 1910.134. We can perform your fit testing on site.

Quarterly Air Testing

NFPA 1500 requires quarterly air testing. Call us today to order your air test kit.

Training

We offer training sessions on SCBA , Thermal Imaging Cameras and Portable Gas Detection. Classes can be tailored to the needs of your department.



Personnel:

Ten-8 currently employs 113 employees.

Ten-8's corporate office location in Bradenton is the base for all accounting, marketing, breathing apparatus sales and service, contract administration and human resources activities. It is also the work location for owners and officers.



Strategic Affiliations:

Ten-8 believes that serving customers extends beyond the selling of apparatus and service. The establishment of relationships and support of activities, projects, and organizations is a core foundation to how Ten-8 operates daily. Ten-8 has developed and fostered multiple strategic affiliations over the years. A few examples of these affiliation include the Florida Fire Chief's Association (FFCA), Firefighter Cancer Support Network (FCSN), and the Commission on Fire Accreditation International (CFAI). We have recently met with the Georgia Fire Chiefs Association to develop a partnership and sponsorship.

In January 2015, Ten-8 made the decision to affiliate with the FCSN. Ten-8 felt strongly that this organization supports the kind of activity, research, and impact that is



consistent with the core operating values of the company. As such, Don Bouwer, Principal; Cindy Morgan, VP of Ambulance and Equipment and Stacey Abraham, Apparatus Sales Manager presented Keith Tyson, VP of Education with FCSN, with a check for \$10,000 (a joint contribution between MSA and Ten-8) during the customer appreciation event at Fire Rescue East in Daytona Beach, FL. Ten-8 continues to

support the network by distributing published research and sponsoring local cancer education luncheons conducted by the network.

Supplier: **Ten-8 Fire Equipment, Inc.**

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



**RLI # 18007IC
ALS TRANSPORT UNITS, ACCESSORIES AND EQUIPMENT**

Irene Costa

Supplier: **Ten-8 Fire Equipment, Inc.**



**GENERAL TERMS AND CONDITIONS
RLI # 18007IC
ALS TRANSPORT UNITS, ACCESSORIES AND EQUIPMENT**

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

ALS TRANSPORT UNITS, ACCESSORIES AND EQUIPMENT

SECTION ONE – GENERAL

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

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

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

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

1.6 **PUBLIC RECORD**: Pursuant to Florida law (including specifically but not limited to Section 119.0701, Florida Statutes), the CONTRACTOR must comply with all applicable public records law. Specifically, the CONTRACTOR shall:

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF

PUBLIC RECORDS AT: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745 Erin_Foley@sheriff.org OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE AT (954) 831-8920.

- 1.7 AGREEMENT PROVISIONS: Proposer agrees that any and all agreements resulting from this process will be governed by the laws of the State of Florida, and the venue for any legal action will be Broward County, Florida. Proposers shall meet all State and Federal certification requirements, and any other applicable laws, codes, rules, regulations and standards throughout the life of the contract.
- 1.8 ASSIGNMENT: Proposer may not assign its rights and/or obligations without the prior written approval of the SHERIFF which may not be unreasonably withheld.
- 1.9 SUBCONTRACTORS/INDEPENDENT CONTRACTORS: Proposer may utilize sub-contractors or independent contractors to fulfill the terms of any resulting agreement provided:
- 1.9.1 Written approval by BSO, and
 - 1.9.2. Proposer remains liable for the acts of any subcontractors or independent contractors, and
 - 1.9.3. Proposer indemnifies and defends the Broward Sheriff's Office from the acts or omissions of any subcontractor or independent contractor.
 - 1.9.4. Insurance limits and requirements will be the same for any and all subcontractors as is defined in this RLI for Proposers unless otherwise agreed in writing by BSO.
- 1.10 COMMUNITY BETTERMENT: The Broward Sheriff's Office is committed to increasing participation of small businesses in Broward County projects as both prime contractors and subcontractors and to spurring economic development and stimulate small business growth through its partnership with Broward County. Proposers are encouraged to partner with the Broward Sheriff's Office in reinvestment efforts in the local community by obtaining certification as a County Business Enterprise (CBE) and/or a Small Business Enterprise (SBE) from Broward County.
- 1.11. NON-DISCRIMINATION: Proposer shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, national origin, physical or mental disability, marital status or medical status. Proposer shall comply with all applicable sections of the Americans with Disabilities Act. The Proposer agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the Proposer, its successors, transferees, and assignees for the period during which services are provided. The Proposer further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this Section.
- 1.12. AGENT/BROKERS: The Broward Sheriff's Office expects to deal directly with representatives of the Proposer submitting and signing the RLI proposal, and having authority to bind the Proposer.

- 1.13 **INSURANCE:** Throughout the term of this agreement and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect the insurance coverage set forth in this article.

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

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

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

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

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

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

- 1.13.2 Workers' Compensation: CONTRACTOR shall carry Workers' Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than \$500,000 for each disease, and \$500,000 for aggregate disease. Polici(es) must be endorsed with waiver of subrogation against BSO and Broward County.
- 1.13.3 Business Automobile Liability Insurance: CONTRACTOR shall carry Business Automobile Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include owned vehicles and hired and non-owned vehicles.
- 1.13.4 Umbrella or Excess Liability Insurance: CONTRACTOR may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CONTRACTOR agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds.
- 1.13.5 In addition to insurance requirements listed above, this project may require Builder's Risk as a condition precedent to the issuance of any Notice to Proceed, or commencement of any construction. Awarded party shall provide "All Risk" Completed Value from coverage with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils, except wind and flood.

1.14 INDEMNIFICATION:

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

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

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

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

1.15 RIGHT TO SEEK SUBSTITUTE PERFORMANCE:

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

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

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

1.17 AUDIT

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

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

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

or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company:

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

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

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

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

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

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

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

Test Period - Services

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

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

Test Period - Product

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

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

SECTION TWO RLI PROCEDURES

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

- 2.3.2. At its sole discretion, BSO may answer such inquiries by means of the "Ask a Question" tab or an addendum. In the event that an inquiry is made in which the explanation or clarification requires a substantial change to the specifications, a formal Addendum will be posted on BidSync. If any addendum is issued it shall be the responsibility of each Proposer, prior to submitting their response, to visit BidSync.com to determine if addenda were issued and to make such addenda a part of their proposal.
- 2.3.3. **Addenda Acknowledgement**: The Proposer shall be required to acknowledge receipt of any formal addenda by electronic acceptance thru BidSync. Failure to accept a formal addendum in its Proposal shall deem it non-responsive; provided, however, that BSO may waive this requirement in its best interest.
- 2.4. **ADDENDA**: In the event that an inquiry is made by potential Proposer(s) in which the explanation requires substantial change to the solicitation, a formal Addendum will be issued which will require acknowledgment by Proposer through BidSync.
- 2.5. **MANDATORY PRE-PROPOSAL MEETING AND SITE TOUR**: If applicable, mandatory pre-proposal meeting/site visit will be referenced in the Pre-Bid Section on BidSync.
- 2.6. **REVIEW OF PROPOSALS**: Each Proposer should submit documents that provide evidence of capability to provide the services required for this project. The Selection Committee, at its sole discretion will determine the responsiveness of a Proposal. Any non-responsive Proposal will be eliminated from further consideration. BSO reserves the right to accept or reject any or all Proposals, and/or waive irregularities and technicalities. BSO further reserves the right to take any other action that may be necessary or in the best interest of BSO; in proposals received; to request additional information, to exercise its discretion and to apply its judgment in all matters pertaining to the RLI. BSO further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposals, which in its judgment, best serves BSO. BSO further reserves the right to cancel this RLI and re-solicit if determined to be in its' best interest. BSO's decision(s) in dispute resolution (s) will be final.
- 2.6.1 BSO, in its sole discretion, may shortlist and request oral presentations from each of the shortlisted Proposers. If presentations/interviews are deemed necessary by the SC, each short listed Proposer will be contacted to advise of the date and time for presentations/interviews. Proposers are cautioned that their submittal should be as complete as possible in the event that oral interviews are deemed not necessary.
- 2.6.2 Proposers are encouraged to offer concepts that are cost effective and will provide superior service while affording maximum benefit to BSO. The Broward Sheriff's Office will not consider oral/written communications after the due date of the RLI, except as otherwise set forth within this solicitation.
- 2.6.3 **PRESENTATIONS/INTERVIEWS**: The SC may provide a list of subject matters that must be discussed in the Proposer's presentation. Each short listed Proposer will be given equal time to make presentations, but the question-and-answer time may vary. In accordance with Florida Statute 286.0113, vendors'

oral Presentations are exempt from public meetings requirements. Protecting such meetings ensures that the process of responding to a competitive solicitation remains fair and equitable for vendors. The recommendation to begin negotiations with the selected Proposer will be made by the SC and submitted for approval to the appropriate BSO authorities. Selection of Proposer(s) is contingent upon the parties negotiating and executing a mutually acceptable agreement.

2.7. AWARD:

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

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

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

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

2.7.5 Open-End Contract:

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

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

2.8 BSO reserves the right to extend the same or similar services/products offered by Awarded Proposer to other BSO departments, without the need to issue a formal solicitation at the discretion of BSO Purchasing Bureau Director.

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

<http://www.sheriff.org> Click on Administration at bottom of page, click on Purchasing

Bureau on right side of page, and go to Solicitations and click on **Protest Procedure**.

Supplier: **Ten-8 Fire Equipment, Inc.**



SUBMITTAL SECTION

RLI # 18007IC

ALS TRANSPORT UNITS, ACCESSORIES AND EQUIPMENT

1. **COMPANY PROFILE:** Letters of Interest should clearly indicate the legal name, address and telephone number of the Proposer, together with legal entity (corporation, partnership, individual). Payment will be made to company name shown only. The undersigned authorized representative agrees to terms and conditions of this RLI.

Ten-8 Fire Equipment, Inc.

Legal Company Name

Corporation

Indicate if Corporation, Partnership
Or Individual submitting Proposal

2904 59th Avenue Drive East

Company Street Address

Shawn Hunter

Electronic Signature
Name of Officer Submitting Proposal

Bradenton, FL 34203

City, State, Zip Code

Ambulance Sales

Title of Officer Submitting Proposal

59-2812764

Federal ID Number

shunter@ten8fire.com

E-Mail Address of Officer Submitting
Proposal

800-228-8368

Telephone Number

941-536-8172

Cell # of Officer Submitting Proposal

FAX Number

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

1. Date of Incorporation: **05-18-1987**
2. State of Incorporation: **Florida**
3. President's Name: **B. Keith Chapman**
4. Vice President's Name:

5. Secretary's Name: **Stacey Abraham**
6. Treasurer's Name: **Carol V. Huizer**
7. Name and Address of Resident Agent: **Carol Huizer**
2904 59th Ave Drive East
Bradenton, FL 34203

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

1. Date of Organization: **N/A**
2. Name, address and ownership of all partners:
N/A
3. State whether a general or limited partnership: **N/A**

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

N/A

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

N/A

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

N/A

F. List the pertinent experience of the key individuals of your organization (attach any documents, if necessary).

Ten-8 Fire Equipment, Inc. is a major United States distributor of fire and emergency apparatus and equipment. Focused on serving customers in Florida and Georgia, our knowledgeable staff of sales, service, and support personnel is comprised of over 90 employees. Over the last 30 years, we have worked hard to improve our business and expand our customer base, continually investing in our personnel and facilities. Operating out of five service locations, we strive to make our service experience second to none!

As the region's premier provider to the Fire & EMS Industry, we represent only the best brands out there. Among these are Pierce fire apparatus, Braun ambulances, Osage ambulances, MSA fire fighting

equipment, Fire-Dex personal protection equipment, TNT Rescue extraction tools, Key Hose fire hoses, and Elkhart Brass fire fighting equipment. These companies manufacture items such as fire hose and fittings, turn out gear, hand tools, scene lighting equipment, hydraulic rescue equipment, breathing air apparatus, fire trucks, and ambulances â anything and everything our customers might need, available from one local dealer.

Our Mission, as dedicated professionals, is to serve the Fire & Safety Community with integrity by offering outstanding products and exceptional service.

Our Value Statement:

**Reliable
Accountable
Professional,
Integrity
Dedicated**

Ten-8â s family of employees is committed to these core values while responding to customer needs.

Our Vision is for Ten-8 to be the premier service provider to the fire and emergency industry. Market growth will be achieved by providing the highest quality products through the most knowledgeable and professional sales force. Ten-8 will create a work environment that fosters employee growth, development, and opportunity.

G. How long has your company been in business? **Incorporated in 1987**

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

No Yes If Yes, please explain?

2. CONFLICT OF INTEREST: For purposes of determining any possible conflict of interest, all Proposers must disclose if any BSO employee or family member(s) is also an owner, corporate officer, or employee of their business.

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

Yes Name(s) and Position(s)

No

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

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

Business Tax Account #73044

Broward County Tax Receipt #

09/30/2018

Expiration Date

- 3.2 Evidence that Proposer is authorized to do business in the State of Florida should be included in Proposal. (State of FL. Div. of Corporations Document must be the same as #1. Company Profile – Legal Company Name).

J73707

State of FL, Div. of Corporations Document #

02-17-17

Date Filed (most recent)

- 3.3 List other Licenses and include copy with Proposal:

**State of Florida Department of Highway Safety and Motor Vehicles
Division of Motorist Services - License #: VF/1001939/1 - Licensed under
320.27, Florida Statutes to conduct and carry on business as a dealer in
franchised motor vehicles. Copy attached.**

4. LITIGATION/JUDGMENTS/SETTLEMENTS/DEBARMENTS/SUSPENSIONS:

Submit detailed information regarding all pending litigation, judgments, settlements of court cases relative to providing services as outlined in this solicitation that have occurred within the last three (3) years of the Proposer and its Principals. "Case" includes lawsuits, administrative hearings and arbitrations. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

Also indicate if Proposer or its Principals have been debarred or suspended from doing business with any government agency and/or professional board.

"Principals" mean the following:

- (A) For a corporation, the corporate officers including president, vice-president, secretary and treasurer; directors; and shareholders who have a controlling interest in a corporation. A "controlling interest" for a corporation means someone who owns, directly or indirectly, either more than 50 percent of the total combined voting power of all classes of stock of the corporation or more than 50 percent of the beneficial ownership interest in the voting stock of the corporation.
- (B) For a partnership, association, trust or other entity, the managing members; general partners; and individuals who own more than 50 percent, directly or indirectly, of the capital, profits, or beneficial interest in the partnership, association, trust, or other entity.

- (C) For a limited partnership, the managing members; general partners; and individuals who own either more than 50 percent, directly or indirectly, of the total membership interest of the limited liability company or more than 50 percent, directly or indirectly, of the beneficial ownership interest in the membership interest of the limited liability company.

No litigation or regulatory action has been filed against our firm as described in this solicitation in the last three (3) years.

5. COMMUNITY BETTERMENT PROGRAM:

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

Yes No

If Yes, include copy of certification with your Proposal.

6. OTHER GOVERNMENTAL AGENCIES:

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

Other Florida Sheriff's Office(s)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Other Florida Police Department(s)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Other Florida Governmental Agencies	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

7. EXPERIENCE:

Number of years your firm has provided services as outlined in this solicitation: **31**

Submit the following information with your Proposal:

- 7.1 Chronological history of company, including company background, mergers, buyouts, etc.
- 7.2 Corporate Leadership, Organizational Chart, Corporate awards/certificates
- 7.3 Experience – current and past experience in performing services as outlined in this solicitation
- 7.4 References (see reference sheet to be completed and signed by your company's references)

Supplier: **Ten-8 Fire Equipment, Inc.**

**RLI #18007IC - ALS Transport Units, Accessories and Equipment
QUESTIONNAIRE**

	QUESTION	RESPONSE
1.	Is your firm a full line provider and installer of ALS Transport Units and remounting of ALS Transport Units?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> # of ALS Transport Units 600 + # of Remounts of ALS Transport Units: 20 +
2.	How many years has your firm been actively engaged in providing ALS Transport Units?	17
3.	Warranty: provide details on warranties for all components of apparatus and equipment, if not covered under blanket warranty i.e. parts, paint, etc.	<p>New Ambulances</p> <p>Subject to limitations, provisions and conditions set forth in this Warranty, Osage Industries, Inc. does hereby warrant to each Original Purchaser Only that each new vehicle conversion is free from defects and workmanship and materials used in the construction of a production model emergency vehicle for a period as follows:</p> <p>A. PRODUCT CONVERSION WARRANTY</p> <p>For THREE 3 years or 36,000 miles, whichever comes first, from the date of the original purchase. Osage Industries, Inc. will repair or replace, at no cost to purchaser, only those components</p>

manufactured by Osage Industries, Inc. for use in a production vehicle and excludes components from other manufacturers used in such conversions; i.e. sirens, inverters, lightbars, oxygen equipment, auto eject, siren drivers and chassis, etc. Individual warranties are covered by those manufacturers included in the Owner's Manual as supplied with the vehicle and shall apply as set forth by said manufacturer. Osage will only reimburse labor up to (3) years on those components with more than a (3) year warranty.

B. ELECTRICAL WARRANTY

For SIX (6) years or 72,000 miles, whichever comes first, from the date of the original purchase, Osage Industries, Inc. will cover the cost of labor and material, in the repair or replacement of the electrical systems furnished and installed by Osage Industries, Inc. This warranty shall include switch panels, electrical harnesses (and the installation), printed circuit boards and general design concept used by Osage Industries, Inc. at

the time of manufacture. This warranty shall not apply to any electrical equipment furnished and warranted by other manufacturers. All other components are excluded from the coverage of this limited electrical warranty. Extended Warranty if Purchased: For up to Seven 7 years or 100,000 miles on electrical stated above.

**C. ALUMINUM MODULE BODY AND INTERIOR
ALUMINUM CABINET STRUCTURE**

Lifetime warranted to the original purchaser, on the original chassis. This warranty can be transferred onto a new chassis, providing the remount is performed by Osage. At that time, Osage will thoroughly inspect and repair, if needed. Door Hardware, Cabinet Finish and Latches are warranted for a period of Three (3) years or 36,000 miles, whichever comes first from date of original purchase for defects under normal use; this does not include adjustments.

D. PAINT WARRANTY 5 YEARS OR 100,000 MILES

Complete, NON-PRO RATED warranty covers paint finish, corrosion and blistering of the ambulance body. Warranty covers the cost of parts and labor. Unless installed by Osage, lettering and graphics replacement due to paint failure will not be covered. Warranty is dependent on agreement by both parties (purchaser and seller) that failure is due to a manufacturing defect.

E. GRAPHICS WARRANTY 3 YEARS OR 36,000 MILES Osage warrants its graphics and lettering package to be free from defects in material and workmanship for three (3) years or 36,000 miles. Warranty covers cost of parts and labor. Osage will not be liable for more than the amount of the purchase price of the graphics package.

The above warranties are conditioned upon normal use and reasonable maintenance and do not apply to any components, which have been

subject to abuse, accident, alteration, vandalism, and improper or careless use. Any modification of any description made to any components on the conversion, without written approval by Osage Industries, Inc. shall void the warranty of said system and components parts.

Prompt written notice of all defects or claims against Osage shall be forwarded to Osage Industries, Inc., P.O. Box 718, Linn, Missouri (MO) 65051, or by calling at 800-822-3634. No repairs or additions shall be performed without prior approval from Osage Industries, Inc. Osage Industries, Inc. reserves the right to reject unauthorized claims and its decision in these matters shall be final.

If warranty repairs are necessary, all work must be performed by Osage Industries, Inc. or repair center authorized by Osage Industries, Inc. It is the responsibility of the purchaser to transport vehicle to and from Osage Industries, Inc., Linn, Missouri

(MO), or repair center authorized by Osage Industries, Inc. for warranty repairs. Osage is not responsible for any loss or damage that may occur during said transportation.

Any expressed warranty not provided herein and any remedy for breach of contract which might arise by implication or operation of law, is hereby excluded and disclaimed. The implied warranties of merchantability and fitness for any particular purpose are expressly limited to the terms stated above. Some states do not allow limitations on how long an implied warranty lasts. Therefore, the above limitations may not apply to you. Osage is not responsible for any loss or damage that may occur during said transportation.

Under no circumstances shall Osage Industries, Inc. be liable to purchaser or any other person for any special or consequential damages, whether arising out of breach of warranty, breach of contract, or otherwise. Some states do not allow

the exclusion or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you.

This Warranty gives you specific legal rights, and you may have other rights, which vary, from state to state.

Remounted Ambulances

Subject to limitations, provisions and conditions set forth in this Warranty, Osage Industries, Inc. does hereby warrant to each Purchaser Only that this ambulance remount work shall be free from defects in workmanship and materials used in the remount process for a period as follows:

A. For THREE 3 years or 36,000 miles, whichever comes first, from the date of the purchase, Osage Industries, Inc. will repair or replace, at no cost to

purchaser, only those components manufactured by Osage Industries, Inc. for use in a remount vehicle and excludes components from other manufacturers used in such conversions; i.e. sirens, inverters, lightbars, oxygen equipment, chassis, etc. Individual warranties are covered by those manufacturers included in the Owner's Manual as supplied with the vehicle and shall apply as set forth by said manufacturer. Osage will not assume liability or responsibility for components, which are reused. Osage will only reimburse labor up to (3) years on those components with more than a (3) year warranty.

B. For THREE 3 years or 36,000 miles, whichever comes first, from the date of the purchase, Osage Industries, Inc. will cover the cost of labor and material, in the repair or replacement of the electrical systems furnished and installed by Osage Industries, Inc. This warranty shall include all wiring, terminals and connections and general design concept used by Osage Industries, Inc. at

the time of the remount. This warranty shall not apply to any electrical equipment furnished and warranted by other manufacturers. These warranties shall be limited to component manufacturer's policies. Osage will not assume liability or responsibility for components, which are reused.

C. Paint—For THREE 3 years or 36,000 miles, whichever comes first, from the date of the purchase, Osage Industries, Inc., will cover the cost of labor and materials on repairs ONLY to the module body paint, and cab stripe, if Osage has done a total repaint. Warranty covers cost of parts and labor, providing problem is agreed upon by both parties (purchaser and seller) to be a manufacturing defect.

D. GRAPHICS WARRANTY 3 YEARS OR 36,000 MILES, Osage warrants its graphics and lettering package to be free from defects in material and workmanship for three (3) years or 36,000 miles.

Warranty covers cost of parts and labor. Osage will not be liable for more than the amount of the purchase price of the graphics package.

The above warranties are conditioned upon normal use and reasonable maintenance and do not apply to any components, which have been subject to abuse, accident, alteration, vandalism, and improper or careless use. Any modification of any description made to any components on the conversion, without written approval by Osage Industries, Inc. shall void the warranty of said system and components parts.

Prompt written notice of all defects or claims against Osage shall be forwarded to Osage Industries, Inc., P.O. Box 718, Linn, Missouri (MO) 65051, or by calling at 800-822-3634. No repairs or additions shall be performed without prior approval from Osage Industries, Inc. Osage Industries, Inc. reserves the right to reject

unauthorized claims and its decision in these matters shall be final.

If warranty repairs are necessary, all work must be performed by Osage Industries, Inc. or a repair center authorized by Osage Industries, Inc. It is the responsibility of the purchaser to transport vehicle to and from Osage Industries, Inc., Linn, Missouri (MO), or the repair center authorized by Osage Industries, Inc. for warranty repairs. Osage is not responsible for any loss or damage that may occur during said transportation.

Any expressed warranty not provided herein and any remedy for breach of contract which might arise by implication or operation of law, is hereby excluded and disclaimed. The implied warranties of merchantability and fitness for any particular purpose are expressly limited to the terms stated above. Some states do not allow limitations on how long an implied warranty lasts. Therefore, the above limitations may not apply to you.

		<p>Under no circumstances shall Osage Industries, Inc. be liable to purchaser or any other person for any special or consequential damages, whether arising out of breach of warranty, breach of contract, or otherwise. Some states do not allow the exclusion or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you.</p> <p>This Warranty gives you specific legal rights, and you may have other rights, which vary, from state to state.</p>
<p>4.</p>	<p>Training: Describe training to be provided to BSO for each apparatus. (See RLI for BSO Training requirements)</p>	<p>As required by BSO minimums outlined in Section 4.6.</p>
<p>5.</p>	<p>Does your firm have a Florida presence with staffing, parts and service facilities?</p> <p>If not would you be willing to establish a working office in State of Florida?</p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Explain Four (4) Florida Locations with full service facilities. Closest located at POMPANO BEACH, FL 2651 Wiles Road Pompano Beach, FL 33073</p>
<p>6.</p>	<p>Will your firm adhere to RLI requirement for discount on loose equipment, including installation of such equipment?</p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>

Supplier: Ten-8 Fire Equipment, Inc.



AFFIDAVIT

RLI # 18007IC

ALS TRANSPORT UNITS, ACCESSORIES AND EQUIPMENT

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

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

OR

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

1. **Shawn Michael Hunter**
Legal Name

H536-793-72-244-0
Driver's License Number (Attach copy)

N/A
Previous Names Used

Ambulance Sales
Title/Duties performed

2.
Legal Name

Driver's License Number (Attach copy)

Previous Names Used

Title/Duties performed

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

Successful Proposer must maintain an environment that is safe and will not be harmful to the

public or to BSO employees.

Ten-8 Fire Equipment, Inc.
(Company Name)

Shawn Hunter
Electronic Signature (Print Name)

Supplier: **Ten-8 Fire Equipment, Inc.**



Confidentiality Agreement

RLI # 18007IC

ALS TRANSPORT UNITS, ACCESSORIES AND EQUIPMENT

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

WHEREAS Sheriff of Broward County ("SHERIFF") has entered into an Agreement with
Ten-8 Fire Equipment, Inc.
(Company Name)

an independent contractor, ("CONTRACTOR")

wherein CONTRACTOR will be performing certain work and services for SHERIFF, more specifically described in the solicitation document.

WHEREAS, CONTRACTOR has assigned **Shawn Hunter** to perform such work on behalf of

CONTRACTOR; (Individual's Name)

WHEREAS, when performing such work and providing such services **Shawn Hunter**
(Individual's Name)

may become aware of confidential information related to the business of the SHERIFF including, but not limited to, undercover vehicle information, criminal intelligence information, and criminal investigative information, and

NOW THEREFORE, in consideration of SHERIFF using CONTRACTOR to perform services and for other good and valuable consideration **Shawn Hunter** agrees as follows:

(Individual's Name)

I. Acknowledgment of Confidentiality. **Shawn Hunter** hereby acknowledges that
(Individual's Name)

(he / she) may be exposed to confidential information including, without limitation, criminal intelligence
(Check one of the above)

information, criminal investigative information, blueprints, designs and plans (whether in hard copy or electronic format) and other information that is confidential or exempt from disclosure pursuant to federal, state or local laws, rules, codes, or regulations and other information designated as confidential ("Confidential Information"). Confidential Information does

not include (i) information already known or independently **Shawn Hunter** and/or developed by

Ten-8 Fire Equipment, Inc. (Individual's Name)
(Company Name)

(ii) information in the public domain through no wrongful act of **Ten-8 Fire Equipment, Inc.** and/or
(Company Name)

Shawn Hunter, or (iii) information received by **Ten-8 Fire Equipment, Inc.** and/or
(Individual's Name) (Company Name)
Name)

Shawn Hunter from a third party who was free to disclose it.
(Individual's Name)

II. Covenant Not to Disclose. With respect to the Confidential Information, **Shawn Hunter**
(Individual's Name)

hereby agrees that during the term of rendering services or performing work and at all times thereafter **Shawn Hunter** shall not use, commercialize or disclose such Confidential Information to any
(Individual's Name)

person or entity, except to such other parties as SHERIFF may approve in writing and under such conditions as SHERIFF may impose.

IN WITNESS WHEREOF, **Shawn Hunter** executes this Confidentiality Agreement on the date set forth below.

(Individual's Name)

(CONTRACTOR) EMPLOYEE/SUBCONTRACTOR

Shawn Hunter
Electronic Signature *(Individual's Name)*

01-17-18
Date

Cindy Morgan
Witness

01-17-18
Date

Supplier: Ten-8 Fire Equipment, Inc.



**DRUG FREE WORKPLACE CERTIFICATION
RLI # 18007IC
ALS TRANSPORT UNITS, ACCESSORIES AND EQUIPMENT**

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

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

Ten-8 Fire Equipment, Inc.
(Legal Company Name)

Shawn Hunter
Electronic Signature (Print Name)

Supplier: **Ten-8 Fire Equipment, Inc.**



EQUAL BENEFITS CERTIFICATION

The Contractor by virtue of signing below, certifies that it is aware of the requirements of Section 3.4.4 of the Purchasing Division's Standard Operating Procedures and Section 3.5.7 of the Contract Division's Standard Operating Procedures (hereafter collectively referred to as "SOP's"); and certifies the following:

(Please check only one below).

1. The Contractor currently complies with the requirements of the SOP's to Domestic Partners of its employees on the same basis as it provided benefits to employees' spouses.
2. The Contractor will comply with the requirements of the SOP's at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
3. The Contractor will not comply with the requirements of the SOP's at time of award.
4. The Contractor does not need to comply with the requirements of the SOP's at time of award because the following exception(s) apply(ies): **(Please check only one below).**
- The Contractor's price proposal for the initial contract term is \$100,000 or less.
- The Contractor employs less than five (5) employees.
- The Contractor is a governmental entity, not-for-profit corporation, or charitable organization.
- The Contractor is, or is controlled by a religious organization, association, society, or non-profit charitable or educational institution.
- The Contractor does not provide benefits to employees' spouses.
- The Contractor provides an employee the cash equivalent of benefits. (Attach an affidavit in _____ compliance with the SOP's stating the effort taken to provide such benefits and the amount of the cash equivalent.)
- The Contractor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation. (State the law, statute or regulation and attach explanation of its applicability.)

Ten-8 Fire Equipment, Inc.
(Legal Company Name)

Shawn Hunter

Electronic Signature (Print Name)

Please see pages 2 and 3 for the requirements of Section 3.4.4 and 3.5.7

Contractors Shall Offer Equal Benefits for Domestic Partners:

- A. Contractor Offering Equal Benefits. Except where federal or state law mandates to the contrary, a Contractor awarded a contract pursuant to a competitive solicitation shall provide Equal Benefits to Domestic Partners of its employees on the same basis as it provides benefits to its employees' spouses.
- B. Definitions.
1. "Domestic Partner" shall mean only two adults who are registered as domestic partners with Broward County or any other jurisdiction with a domestic partner registry pursuant to state or local law authorizing such registration; or who meet the requisites for a valid domestic partnership relationship as established by BSO; or who were married or entered into a registered civil union in any state or country in which said marriage or civil union was legally recognized in said jurisdiction at the time said relationship was formally entered.
 2. "Competitive Solicitation" means any bid, request for proposal, request for letters of interest, or any other method of procurement utilized by the Broward Sheriff's Office.
 3. "Contractor" means any business with five or more employees which Contractor is awarded one or more Contracts by the Broward Sheriff's Office.
 4. "Contract" means all types of binding agreements between the Broward Sheriff's Office and a Contractor for goods or services in an amount over \$100,000.
 5. "Equal Benefits" means the equality of benefits between employees with married spouses and employees with Domestic Partners; and includes equal benefits for the Dependents of employees' spouses and Dependents of employees' domestic partners. Benefits include the types of benefits typically extended to employees' spouses, including health insurance, dental insurance, bereavement leave, and family medical leave.
 6. "Dependent" means a person who lives within the household of a domestic partnership and is:
 - a. A biological child or adopted child of a Domestic Partner; or
 - b. A dependent as defined under IRS regulations; or
 - c. A ward of a Domestic Partner as determined in a guardianship proceeding.
- C. Certification of Contractor: As part of the Competitive Solicitation process, a Contractor seeking a Contract covered herein by paragraph (a) shall certify that upon award of a Contract it will provide Equal Benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. The certification shall be in writing and signed by an authorized officer of the Contractor. Failure to provide such certification shall result in a Contractor being deemed non-responsive to the Competitive Solicitation process.
- D. Exceptions to Contractor Offering Equal Benefits: The provisions of this section shall not apply

where:

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

applicable to all Contracts meeting the definitions herein and awarded pursuant to Competitive Solicitations issued after the adoption of this policy. Contractors holding current Contracts at time of adoption of this policy shall be exempt from the provisions herein during the current term of said Contract.

Supplier: Ten-8 Fire Equipment, Inc.

NON-COLLUSION CERTIFICATE

I, **Shawn Hunter**, representing **Ten-8 Fire Equipment, Inc.** (name of corporation/partnership/agency hereinafter known as "Contractor, "Bidder" or "Proposer") am over 18 years of age, have personal knowledge of the facts stated below and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of Solicitation No: **Bid #18007IC**, Solicitation Title: **ALS TRANSPORT UNITS, ACCESSORIES AND EQUIPMENT** ("Competitive Solicitation") and to a contract if an award is made ("Contract".)

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

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

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

By: **Shawn Hunter**
Signature

01-17 2018
Date

Shawn Hunter - Ambulance Sales
Printed Name and Title

Federal Employer Identification Number **59-2812764**

Supplier: Ten-8 Fire Equipment, Inc.



PROPOSAL ACKNOWLEDGEMENT FORM
RLI # 180071C
ALS TRANSPORT UNITS, ACCESSORIES AND EQUIPMENT

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

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

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

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

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

NONE

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

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

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

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

Legal Company Name: Ten-8 Fire Equipment, Inc.

Electronic Signature

Bidder's Authorized Representative's Name: Shawn Hunter

Representative's Title: Ambulance Sales

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

Supplier: **Ten-8 Fire Equipment, Inc.**

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: **Ten-8 Fire Equipment, Inc.**

Vendor FEIN: **59-2812764**

Vendor's Authorized Representative Name and Title: **Shawn Hunter - Ambulance Sales**

Address: **2904 59th Ave. Dr. E.**

City: **Bradenton** State: **FL** Zip: **34203**

Phone Number: **941-536-8172**

Email Address: **shunter@ten8fire.com**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services of \$1,000,000 or more, that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (both lists are created pursuant to section 215.473, Florida Statutes), participating in a Boycott of List Israel which may or may not be on a Israel Boycott List (created pursuant to section 215.4725, Florida Statutes), or having business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies with Activities in Sudan List and the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a Boycott of Israel nor is on a Israel Boycott List, and does not have business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: **Shawn Hunter** **Ambulance Sales,**
Print Name *Print Title*

Who is authorized to sign on behalf of the above referenced company.

Authorized Signature: **Shawn Hunter**

General Instructions

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

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

Purpose of Form

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

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

Cat. No. 10231X

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

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

By signing the filled-out form, you:

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

Form **W-9** (Rev. 12-2014)

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

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

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

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

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

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

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

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

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

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

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

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

Backup Withholding

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

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name

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

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

Payments you receive will be subject to backup withholding if:

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

shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

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

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section

584(a) 11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947 The following chart shows types of payments that may be exempt from backup

withholding. The chart applies to the exempt payees listed above, 1 through 13.

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

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

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

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

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

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

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

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1) M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

2/1/2018

Supplier: Ten-8 Fire Equipment, Inc.

**INSURANCE CERTIFICATE SAMPLE
BROWARD SHERIFF'S OFFICE**

**Quick Tips
Understanding the Acord Certificate of Insurance**

1. PRODUCER
Insurance Agent/Broker who issues certificate.

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

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

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

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

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

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

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

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

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

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

12. AUTHORIZED REPRESENTATIVE
Must be signed, not stamped.

The ACORD Certificate of Insurance

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

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

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

Supplier: Ten-8 Fire Equipment, Inc.

SAMPLE AGREEMENT

**** DO NOT COMPLETE SAMPLE ONLY ****

GENERAL TERMS AND CONDITIONS

DEFINITIONS AND IDENTIFICATIONS

Agreement - means this document including the exhibits, schedules and attachments attached hereto and those documents that are set forth in this Agreement as being expressly incorporated herein by reference.

Contract Administrator - The designee of the SHERIFF whose primary responsibility is to coordinate and communicate with CONTRACTOR and to manage and supervise performance and completion of this Agreement in accordance with the terms and conditions set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator.

Contractor – means _____ and its successors and assigns.

Deliverable(s) - means all products, goods, work and services to be provided and/or performed by CONTRACTOR pursuant to this Agreement.

Sheriff – means the duly elected and qualified Sheriff of Broward County, Florida.

Support Services - means any activity intended to eliminate faults, to improve or to keep the products and goods in satisfactory working condition, including tests, measurements, replacements, adjustments, changes, modifications, enhancements or repairs.

SCOPE OF SERVICES

CONTRACTOR is hereby retained to provide to the SHERIFF the goods and services set forth in the Statement of Work, which is attached hereto as Exhibit __ and incorporated herein.

CONTRACTOR and SHERIFF acknowledge that the Statement of Work may not delineate every detail and minor work task required to be performed by CONTRACTOR to complete the services and provide the deliverables contemplated herein. If, during the course of the performance of the services under this Agreement, CONTRACTOR determines that additional work should be performed to complete the Deliverables required, which is, in CONTRACTOR's opinion, outside the level of effort originally anticipated in the Statement of Work, CONTRACTOR shall notify the SHERIFF's Contract Administrator in writing in a timely manner. Upon receipt of such written notice, the SHERIFF's Contract Administrator will meet with CONTRACTOR to discuss the need for an amendment. No modifications will be made to this Agreement unless it is agreed to through a written amendment executed by both parties with the same formalities as set forth herein.

If CONTRACTOR proceeds with the additional work without a fully executed amendment, such work shall be deemed to be within the original Statement of Work.

MANNER OF PERFORMANCE

CONTRACTOR shall perform all services to the utmost professional standards.

CONTRACTOR agrees to perform, at all times faithfully, industriously, and to the best of its ability, experience, and talent, all of the duties that may be required of and from it pursuant to the express and implicit terms of this Agreement.

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein, and to provide and perform such services to SHERIFF's satisfaction for the agreed compensation. The quality of CONTRACTOR's Deliverables provided to or on behalf of SHERIFF shall be comparable to the best local and national standards.

CONFLICT OF INTEREST

CONTRACTOR assures the SHERIFF that to the best of its knowledge, the signing of this Agreement does not create any conflict of interest between itself, its associates, any principal of its firm or any member or employee of the SHERIFF.

RISK OF LOSS

CONTRACTOR shall bear the risk of loss from any casualty to any products and goods, regardless of the cause, during the transportation and delivery of the goods to the SHERIFF.

TERM

This Agreement shall commence on _____ and remain in full force and effect through _____, unless otherwise renewed or terminated as provided herein.

This Agreement may be renewed for an additional term of ____ ____ years upon mutual agreement of the parties.

PROJECT SCHEDULE

CONTRACTOR and SHERIFF shall perform their respective obligations under this Agreement pursuant to the Project Schedule, which is in the Statement of Work.

CONSIDERATION

CONTRACTOR shall provide the Services contemplated herein at the hourly rates specifically described in Exhibit ____, which is attached and incorporated herein. The total consideration payable by the SHERIFF to CONTRACTOR (excluding reimbursables) shall not exceed _____ (\$_____), unless otherwise approved in writing by the SHERIFF.

SHERIFF shall pay CONTRACTOR in accordance with the payment schedule set forth in Exhibit ____, which is attached and incorporated herein. CONTRACTOR shall submit all invoices to the SHERIFF's Finance Department, 2601 W. Broward Boulevard, Fort Lauderdale, Florida 33312, identifying the nature of the work performed, the total hours of work performed, and the employee performing same. Invoices shall itemize and summarize reimbursables by category and identify same as to the personnel incurring the

expense and the nature of the work with which such expense was associated. Where prior written approval by the SHERIFF's Contract Administrator is required for reimbursables, a copy of said approval shall accompany the billing for such reimbursable. The statement shall show a summary of fees and reimbursables with accrual of the total and credits for portions paid previously. External reimbursables must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a reference which clearly indicates that the expense was incurred under this Agreement. When requested, CONTRACTOR shall provide backup for past and current invoices.

SHERIFF shall have the right to provide written objections to an invoice within seven (7) calendar days of SHERIFF's receipt of such invoice. If no objection is made within such seven (7) calendar day period, payment shall be made within fifteen (15) calendar days thereafter.

REIMBURSABLES

Subject to the limitations set forth below, SHERIFF authorizes CONTRACTOR to incur reimbursable expenses, reasonable in amount and nature, which are directly attributable to the services to the performed by CONTRACTOR pursuant to this Agreement, subject to the limitations set forth in Section 112.061, Florida Statutes. At CONTRACTOR's option, all reimbursable expenses authorized herein shall be charged at no more than actual cost and subject to Section 112.061, Florida Statutes or at the per diem rate set forth in Section 112.061, Florida Statutes. The maximum sum which may be charged for reimbursable expenses under this Agreement is _____. Reimbursable expenses are further limited as follows:

- a. Identifiable transportation/travel and lodging expenses in connection with the services to be performed by CONTRACTOR are subject to the limitations of Section 112.061, Florida Statutes.
- b. If CONTRACTOR does not elect to seek reimbursement on a per diem basis for personnel performing said services, SHERIFF authorizes the following lodging accommodations:
 1. Local area hotels with single occupancy room rates comparable to a Holiday or Ramada Inn, or its equivalent, or
 2. Local area apartments, condominiums or houses with a minimum of two CONTRACTOR personnel occupying each premises, so long as the total rental fees for such accommodations are less than what the total cost of hotel accommodations as noted above would be for the number of CONTRACTOR personnel occupying said premises over the period of occupancy.

CONTRACTOR may submit invoices for reimbursable expenses in accordance with Article _____, Consideration, no more often than on a monthly basis, but only after such reimbursable expenses have been incurred by CONTRACTOR.

EXPENSES

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

LIQUIDATED DAMAGES

CONTRACTOR recognizes and acknowledges that this Agreement is time sensitive. In inducing the SHERIFF to enter into this Agreement, CONTRACTOR has represented that CONTRACTOR will provide the following Deliverables to the SHERIFF on or before the dates shown:

(NEED DELIVERABLES AND DATES)

In the event CONTRACTOR fails to provide any of the Deliverables to the SHERIFF on or before the date shown above, CONTRACTOR shall pay to SHERIFF for each unmet Deliverable the sum of _____ dollars (\$_____) per day thereafter, including Saturdays, Sundays, and holidays, until such time as the Deliverable is provided to the SHERIFF. It is agreed that the sum of _____ dollars (\$_____) per day, per Deliverable, is the proper measure of liquidated damages that the SHERIFF will sustain per diem by the failure of CONTRACTOR to provide the Deliverable in a timely manner. This sum is not to be construed as a penalty.

For delays by SHERIFF in performing its obligations pursuant to this Agreement, including delays resulting from untimely review by SHERIFF, SHERIFF shall grant an extension to the above completion dates equal to the number of days in which CONTRACTOR was delayed by the SHERIFF. The above extension is conditioned upon the CONTRACTOR immediately notifying the SHERIFF of any delay in its timely performance as a result of a SHERIFF delay. Such delay notification shall be in writing and shall specify the manner and nature of the delay.

WARRANTIES

CONTRACTOR warrants that the products and goods provided pursuant to this Agreement shall be free from defects in material, manufacturing and workmanship for a period of _____ () months from the date of delivery and acceptance of such products and goods. Contractor warrants that the products and goods shall be fit for SHERIFF'S specific performance and use.

All products, goods and parts thereof shall be replaced free of any charge (parts and labor) during the warranty period and any subsequent period covered by support services provided by CONTRACTOR.

If authorized by the third party manufacturers, CONTRACTOR hereby assigns to SHERIFF all third party manufacturers' warranties with respect to any products and goods, copies of which have or shall be provided to SHERIFF. CONTRACTOR represents and warrants that the foregoing manufacturers' warranties are assignable to SHERIFF and such assignment shall not void such warranties.

All products and goods provided by CONTRACTOR to SHERIFF shall be new and unused, except normal manufacturer's testing for product control and verification of quality. Any disclaimer of warranties by Contractor and/or its suppliers are null and void and shall have not any further force or effect.

SUPPORT SERVICES

If SHERIFF elects to acquire support services after the warranty period for any products and/or goods supplied by CONTRACTOR to SHERIFF, CONTRACTOR shall maintain and support the products and goods as set forth and described herein. SHERIFF shall notify CONTRACTOR in writing of SHERIFF's election to have CONTRACTOR provide support services within thirty (30) days prior to the expiration of the applicable term of the warranty or support services.

CONTRACTOR will provide and maintain support services, at which CONTRACTOR shall accept communications so that SHERIFF can report problems with the products and/or goods, discuss solutions and, when required, have CONTRACTOR initiate corrective action and resolution of requests for service. Such support shall be available from ____ to ____, Eastern Standard Time, Monday through Friday. For hours outside the normal working hours, CONTRACTOR shall designate a contact person for the SHERIFF to contact in the event of an emergency. CONTRACTOR shall respond to support service requests within _____ hours after the initial notification.

The initial twelve (12) months of support services shall be provided by CONTRACTOR to SHERIFF at a cost of _____ dollars (\$ _____). The initial twelve (12) months of support services shall commence on _____. For each year thereafter, SHERIFF shall have the right to renew support services on an annual basis with the annual increase in such cost not to exceed the lesser of the Consumer Price Index, All Consumer Products or three percent (3%) with payment due on _____.

RECORDS

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

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

CRIMINAL HISTORY

CONTRACTOR represents that its principal owners, partners, corporate officers, and employees do not have any past felony criminal convictions or any pending criminal charges. CONTRACTOR has disclosed all such convictions or pending criminal charges to the SHERIFF and further agrees to disclose any future convictions or pending criminal charges.

CONTRACTOR's employees, agents, servants or representatives directly performing services for CONTRACTOR pursuant to this Agreement may be subject to a background screening conducted by the SHERIFF prior to performing such services. Such screening shall be at the expense of SHERIFF.

EMPLOYMENT RESPONSIBILITY

Any of CONTRACTOR's employees, subcontractors and any other person(s) performing services pursuant to this Agreement (hereinafter referred to collectively as "Staff") shall be deemed as employed by CONTRACTOR, not the SHERIFF.

Accordingly, the SHERIFF shall not be responsible for or assume any liability for any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workers compensation funds, vacation, compensatory time, sick leave benefits or any other amenities of employment to any of CONTRACTOR's Staff.

CONTRACTOR shall have and maintain sole responsibility and control over the rendition of services, training, standards of performance, discipline of personnel, and other matters incident to the performance of its services, duties, and responsibilities described and contemplated herein.

SHERIFF shall not be liable for and CONTRACTOR agrees to indemnify SHERIFF against any liability resulting from injury or illness, of any kind whatsoever, to CONTRACTOR's Staff during the performance of the services, duties, and responsibilities contemplated herein.

CONTRACTOR has the right to provide services to others or hold itself out to the public as available to engage in agreements with others.

CONTRACTOR and its Staff shall at all times be an independent contractor under this agreement, rather than an employee, agent, or representative of SHERIFF, and no act, action, or omission to act by CONTRACTOR or its Staff shall in any way obligate or bind SHERIFF.

CONTRACTOR will be responsible for having its Staff complete and submit data forms required to obtain clearance prior to entering any of SHERIFF's facilities. Such forms shall be provided by SHERIFF.

CONTRACTOR agrees to abide by all of the security policies, procedures, rules, and regulations promulgated by the SHERIFF.

CONTRACTOR'S STAFF

SHERIFF reserves the right to approve or reject, for any reason, CONTRACTOR's Staff providing services pursuant to this Agreement at any time.

CONTRACTOR will maintain the continuity of the Staff assigned to provide services pursuant to this Agreement throughout the term of this Agreement.

CONTRACTOR agrees that the services provided under this Agreement shall be provided by Staff that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties as required by applicable law, rules and regulations. CONTRACTOR agrees to furnish SHERIFF with any and all documentation, certifications, authorizations, licenses, permits, or registrations currently required by applicable laws, rules or regulations. CONTRACTOR further certifies that it and its Staff will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws, rules or regulations in full force and effect during the term of this Agreement. Failure of CONTRACTOR to comply with this paragraph shall constitute a material breach of this Agreement.

At the request of SHERIFF, CONTRACTOR shall promptly remove Staff providing services pursuant to this Agreement.

CONTRACTOR agrees to defend, hold harmless and indemnify the SHERIFF and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the SHERIFF, occurring on account of, arising from or in connection with the removal and replacement of any Staff performing services hereunder at the request of the SHERIFF. Removal and replacement of any Staff shall not require the termination and or demotion of such Staff.

CONTRACTOR agrees that CONTRACTOR will at all times employ, maintain and assign to the performance of the work required hereunder a sufficient number of competent and qualified professionals and other personnel to meet the Project Schedule set forth in the Statement of Work.

CONTRACTOR shall at all times cooperate with the SHERIFF and coordinate its respective work efforts to most effectively and efficiently progress the performance of the work.

KEY STAFF

CONTRACTOR will not transfer any assigned key staff without the prior approval of SHERIFF, which will not be unreasonably be withheld. The key staff include: _____.

PAYMENT OF TAXES

CONTRACTOR shall bear all responsibility for the payment of any federal, state or local taxes and fees, if applicable, related to the business of CONTRACTOR and the payments to CONTRACTOR's Staff. It is understood by both parties that SHERIFF will not, in any manner, be responsible for the aforementioned taxes or fees. It is further understood and agreed that the SHERIFF will not withhold any payroll taxes (i.e. federal withholdings, FICA) from the payments to CONTRACTOR or its Staff.

CIVIL RIGHTS REQUIREMENTS

CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act.

CONTRACTOR shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, national origin, physical or mental disability, or sexual orientation. CONTRACTOR shall take affirmative action to ensure that applicants, subcontractors, Independent Contractors, and employees are treated without discrimination in regard to their race, color, religion, sex, national origin, physical or mental disability, or sexual orientation. CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act. The CONTRACTOR agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the CONTRACTOR, its successors, transferees, and assignees for the period during which services are provided. The CONTRACTOR further assures that all subcontractors and Independent Contractors are not in violation of the terms of this Section.

INDEMNIFICATION

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

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

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

INSURANCE

Throughout the term of this Agreement and for all applicable statutes of limitations periods, CONTRACTOR shall maintain in full force and effect the insurance coverages set forth in this Article.

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

All insurance policies shall name and endorse the following as additional insureds: The Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies.

All insurance policies shall be on an occurrence/aggregate basis and shall be endorsed to provide that (a) CONTRACTOR's insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and (b) CONTRACTOR's insurance applies separately to each insured against whom claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

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

1. Workers' Compensation: CONTRACTOR shall carry Workers' Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than \$500,000 for each disease, and \$500,000 for aggregate disease. Polici(es) must be endorsed with waiver of subrogation against BSO and Broward County.
2. Commercial General Liability Insurance. CONTRACTOR shall carry Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence combined single limit for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and cross liability. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.
3. Professional Liability (Errors and Omissions) Insurance: CONTRACTOR shall carry Professional Liability coverage for it and its employees that has a per occurrence limit of not less than Three Million Dollars (\$3,000,000). If the CONTRACTOR has coverage in greater amounts or if the nature of the agreement requires additional insurance, then the limits will be increased.
4. Business Automobile Liability Insurance: CONTRACTOR shall carry Business Automobile Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include owned vehicles and hired and non-owned vehicles.
5. Employee Fidelity Insurance. CONTRACTOR shall carry Employee Fidelity Insurance with

minimum limit of One Million Dollars (\$1,000,000).

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

7. Builders Risk Insurance. CONTRACTOR shall carry sufficient Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) as a condition precedent to the issuance of any notice to proceed or commencement of any construction. CONTRACTOR shall provide "All Risk" completed value from coverage with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim.

CONTRACTOR shall provide SHERIFF's Director of Risk Management and SHERIFF's Contract/Lease Manager with a copy of the Certificate of Insurance or endorsements evidencing the types of insurance and coverages required by this Article prior to beginning the performance of work under this Agreement, and, at any time thereafter, upon request by the SHERIFF.

The Certificate of Insurance evidencing the types of insurance and coverages required by this Article is attached hereto as Exhibit _____.

CONTRACTOR's insurance policies shall be endorsed to provide SHERIFF with at least sixty (60) days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

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

AND

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

If CONTRACTOR's insurance policy is a claims made policy, then CONTRACTOR shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of the Agreement or any extensions or renewals of the Agreement. Applicable coverage's may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement or tail coverage.

If any of CONTRACTOR's insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this Article.

The provisions of this Article shall survive the expiration or termination of this Agreement.

If any of the insurance policies required under this Article above lapse during the term of this Agreement or any extension or renewal of the same, CONTRACTOR shall not receive payment from SHERIFF until such time that SHERIFF has received satisfactory evidence of reinstated coverage of the types and coverages specified in this Article that is effective

as of the lapse date. The Sheriff, in his sole discretion, may terminate the Agreement immediately and no further payments shall be due to CONTRACTOR.

PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with the SHERIFF, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with the SHERIFF, and may not conduct business with the SHERIFF for a period of thirty six (36) months from the date of being placed on the convicted vendor list. CONTRACTOR's execution of this Agreement acknowledges CONTRACTOR's representation that it has not been placed on the convicted vendor list. Violation of this Article by CONTRACTOR shall result in termination of this Agreement and may cause CONTRACTOR debarment.

ASSIGNMENT

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

DRUG-FREE WORKPLACE

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

NOTICE

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

Notices shall be addressed as follows:

Sheriff's Office of Broward County
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Office of the General Counsel
Sheriff's Office of Broward County

2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

AGREEMENT TERMS TO BE EXCLUSIVE

This written Agreement, including any Exhibits, Attachments and Schedules referred to herein, contains the sole and entire agreement between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing its execution and delivery except such representations as are specifically set forth in this writing, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other.

WAIVER OR MODIFICATION OF AGREEMENT

No waiver or modification of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification of the terms herein shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the parties.

AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA

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

SURVIVORSHIP OF BENEFITS

The terms and conditions of this Agreement shall be binding upon CONTRACTOR and its successors and assigns.

THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor SHERIFF intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

RECORDS TO BE KEPT BY CONTRACTOR

If the Florida Public Records Act is determined by SHERIFF to be applicable to CONTRACTOR's

records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in CONTRACTOR's books, records, and accounts which led to SHERIFF overpaying for time and materials services shall be a basis for SHERIFF's disallowance and recovery of any overpayment upon such entry.

CONFLICTING TERMS

In the event of a conflict between the terms and conditions set forth in this Agreement, the terms and conditions that are most favorable to the SHERIFF shall prevail.

FORCE MAJEURE

Neither party shall be liable to the other for any failure or delay in performance hereunder due to circumstances beyond its reasonable control including, without limitation, Acts of God and governmental and judicial action not the fault of the party causing such failure or delay in performance.

TERMINATION

The Agreement may be terminated upon the following events:

Termination by Mutual Agreement In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

Termination Without Cause. SHERIFF shall have the right to terminate this Agreement without cause by providing CONTRACTOR with thirty (30) calendar day's written notice via certified mail, return receipt requested or via hand delivery with proof of delivery.

Termination for Cause. In the event of a material breach, either party may provide the other party with written notice of the material breach. The notice should provide the other with such sufficient detail so it can readily understand the claim for material breach. The other party shall have thirty (30) calendar days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Agreement immediately. Material breaches shall include but are not limited to, violations of Governing Standards, local, state or federal laws, the SHERIFF'S policies and procedures concerning which CONTRACTOR was given prior written notice clearly labeled as important or the terms and conditions of this Agreement.

Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, Board of County Commissioners, SHERIFF may provide CONTRACTOR with thirty (30) calendar days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.

Immediate Termination by SHERIFF.

SHERIFF, in the SHERIFF's sole discretion, may terminate this agreement immediately upon the occurrence of any of the following events:

- a) CONTRACTOR's violation of the Public Records Act;
- b) The insolvency, bankruptcy or receivership of CONTRACTOR;
- c) CONTRACTOR's violation or non-compliance with Nondiscrimination Article of this Agreement; or
- d) CONTRACTOR fails to maintain insurance in accordance with the Insurance Article of this Agreement.

SUBCONTRACTORS

CONTRACTOR may not subcontract the performance of its obligations set forth herein without the prior written approval of SHERIFF.

Prior to entering into any subcontract, CONTRACTOR will provide written notice to the SHERIFF identifying the name of the proposed subcontractor, the portion of the work which the subcontractor is to do, the place of business of such subcontractor, and such other information as may be required by the SHERIFF.

CONTRACTOR shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement shall create any contractual relationship between any subcontractor and SHERIFF or any obligation on the part of SHERIFF to pay or to see the payment of any monies due any subcontractor.

The provisions of this Agreement will apply to any subcontractors and their officers, agents and employees performing services pursuant to this Agreement as if it and they were employees of CONTRACTOR; and CONTRACTOR will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and omissions of any subcontractor, its officers, agents, and employees, as if they were employees of CONTRACTOR.

CONTRACTOR will obligate its subcontractors to the same terms and conditions as set forth herein.

The SHERIFF shall have the right to withdraw its consent of any subcontract if it appears to the SHERIFF that the subcontract will delay, prevent, or otherwise impair the performance of CONTRACTOR's obligations under this Agreement. All subcontractors are required to abide by the non-disclosure provisions set forth herein. CONTRACTOR shall furnish to the SHERIFF copies of all subcontracts. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the SHERIFF to any subcontractor hereunder.

INDEPENDENT CONTRACTOR

The parties acknowledge that CONTRACTOR is an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing SHERIFF to exercise control or direction over the manner or method by which CONTRACTOR or its subcontractor perform hereunder. SHERIFF shall neither have nor exercise any control or direction over the methods by which the CONTRACTOR shall perform its work and functions other than as provided in this Agreement. No party shall have the authority to bind the other or otherwise incur liability on behalf of the other, unless otherwise agreed to in writing

between CONTRACTOR and SHERIFF.

NON-DISCLOSURE

CONTRACTOR's Confidential Information shall not be disclosed by SHERIFF to any third party except as permitted under this Agreement, or as required by law subject to compliance with the procedure set forth in this Article.

Except upon prior written approval of the SHERIFF and except as required by law, CONTRACTOR and its subcontractors shall not furnish or disclose to any person or organization, (a) any reports, studies, data, or other information provided by, or obtained from the SHERIFF in connection with the services performed under this Agreement, (b) any reports, studies, recommendations, data or other information relating to, or made or developed by CONTRACTOR or its subcontractors in the course of the performance of such Services hereunder, or (c) the results of any such services performed.

If either party is confronted with legal action or believes applicable law requires it to disclose any portion of the other party's information protected hereunder, that party shall promptly notify and assist the other (at the other party's expense) in obtaining a protective order or other similar order, and shall thereafter disclose only the minimum of the other party's Confidential Information that is required to be disclosed in order to comply with the legal action, whether or not a protective order or other order has been obtained.

The parties acknowledge that a breach of the provisions of this Article ____ will result in immediate irreparable harm to the aggrieved party, and the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive or other equitable relief.

Information shall not be considered to be Confidential Information if it: (i) was independently developed by a party; (ii) becomes known to either party, without restriction, from a third party; or (iii) is required by law to be disclosed, subject to compliance with the procedure set forth below.

The provisions of this Article shall remain in full force and effect and enforceable even after the expiration of this Agreement.

WORK PRODUCT

All work product and all deliverables provided by CONTRACTOR to SHERIFF shall be owned by SHERIFF, along with all proprietary rights pertaining thereto. This Agreement shall be considered to be a work for hire agreement. To the extent that this Agreement should be deemed to not be a work for hire agreement, CONTRACTOR agrees to, and hereby does, assign to SHERIFF all ownership and all other proprietary rights, including intellectual property rights, in and to all work product and Deliverables. CONTRACTOR agrees to execute any documents necessary to document such assignment. Additionally, CONTRACTOR shall acquire no rights in any property or information of SHERIFF or licensors of SHERIFF, except as otherwise expressly provided in this Agreement.

PAYMENT AND PERFORMANCE BOND

CONTRACTOR shall provide to SHERIFF a One Hundred Percent (100%) performance and payment bond, in a form approved by the SHERIFF's Risk Management Division, executed by a surety insurer registered to do business in the State of Florida, subject to the approval of the Secretary of the State of Florida, to guarantee the faithful performance of this Agreement. This bond shall be kept in full force and effect throughout the life of this Agreement. The surety company must be rated no less than "A-" as to

management and no less than Class "VI" as to financial strength. The amount of the required bond shall not exceed five percent (5%) of the reported policy holders surplus as reported in the latest (1989 or later) edition of Best's Day rating Guide, published by Alfred M. Best Company, Inc.

PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Without written consent of the SHERIFF, CONTRACTOR shall not:

- a. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the SHERIFF, or the work being performed hereunder, unless CONTRACTOR first obtains the written approval of the SHERIFF; and
- b. CONTRACTOR and its employees, agents, representatives, subcontractors and suppliers will not represent, directly or indirectly, that any of CONTRACTOR's products, goods or services have been approved or endorsed by the SHERIFF.

INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

CONTRACTOR shall comply with the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations, as applicable.

MISCELLANEOUS

CONTRACTOR shall comply with all statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided herein.

In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.

The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction be construed more severely against one of the parties than the other.

The construction, validity and performance of this Agreement will be governed by the laws of the State of Florida, without regard to, or application of, choice of law rules or principles. Venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida.

In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein", "hereof", "hereunder", and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or Article where they appear, unless the context otherwise requires.

Whenever reference is made to an Article of this Agreement, such reference is to the Article as a whole, including all of the subsections of such Article, unless the reference is made to a particular subsection or subparagraph of such Article.

Should a dispute arise between the parties under or relating to this Agreement, each party agrees that prior to initiating any formal proceeding against the other (except for the seeking of injunctive relief), the parties will each designate a representative for purposes of resolving the dispute. If the parties' representatives are unable to resolve the dispute within ten (10) calendar days, either party may, upon written notice to the other party, require that the dispute be submitted to more senior representatives of each party ("Senior Representatives"). The Senior Representatives of each party shall meet as soon as possible to negotiate in good faith to resolve the dispute.

All provisions of this Agreement relating to confidentiality, non-disclosure, indemnity and insurance shall survive the expiration or termination of this Agreement.

CONTRACTOR shall obtain all necessary permits and licenses required to provide the services contemplated herein.

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

The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

This Agreement may be fully executed in _____ (___) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

Most Favored Customer Pricing: Signature of this contract by the CONTRACTOR shall act as a representation and warranty that the wage rates and/or costs and/or materials used to determine the compensation provided for in this contract, are accurate, complete and current as of the date of the contract. During the term of this contract, prices for the goods and services required under this contract and offered to BSO must be the equal to or lower than those offered the most favorable customer of CONTRACTOR for similar quantities under comparable terms and conditions. When requested by the BSO's contracting officer or representative, the CONTRACTOR must show that the prices offered to BSO match or are less than those offered the CONTRACTOR'S most favored customers for those quantities under those terms and conditions, and such pricing data must be available for review by BSO throughout the term of the contract. Any price reductions offered to other CONTRACTOR's customers must be offered to the BSO if similar item quantities are involved

Cost/Price Reduction: During the term of this contract, BSO reserves the right to negotiate price reductions for any good or service being purchased. During the term of this contract, BSO expects the CONTRACTOR to continually seek to improve production and performance processes and method, and to report on these efforts to BSO. Additionally, price reductions may be sought by the BSO as a result of changes in market conditions, industry trends and indexes, or in cost/price indexes, and their impact on the supplier's cost elements or overall cost. The BSO may terminate this contract for convenience if it feels price reductions are warranted, but the parties cannot reach an agreement on such price reductions.

Key Personnel: To the extent that this agreement or related state of work for services to be performed by CONTRACTOR'S key personnel, those services must be performed by the personnel identified in the

CONTRACTOR'S proposal to perform them unless substitutes have been approved in writing by BSO. Use of junior personnel, even under key personnel supervision (for example, associates or student workers), is not authorized unless they are identified in the CONTRACTOR'S proposal by name or position, with a description of their duties. This agreement may be terminated if the key personnel named in the CONTRACTOR'S proposal become unavailable for any reason. If the unavailability of key personnel is not the fault of the CONTRACTOR, BSO may terminate by giving notice of termination. The CONTRACTOR will be paid for service performed up to the date of termination. If BSO finds that the CONTRACTOR is at fault for the unavailability of key personnel, the agreement may be terminated for default.

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



Sheriff Scott Israel

**RLI # 18007IC
ALS TRANSPORT UNITS, ACCESSORIES AND EQUIPMENT**

Irene Costa

Bid 18007IC

ALS TRANSPORT UNITS, ACCESSORIES AND EQUIPMENT

Bid Number	18007IC
Bid Title	ALS TRANSPORT UNITS, ACCESSORIES AND EQUIPMENT
Bid Start Date	Dec 29, 2017 11:50:40 AM EST
Bid End Date	Feb 1, 2018 3:00:00 PM EST
Question & Answer End Date	Jan 19, 2018 5:00:00 PM EST
Bid Contact	Irene Costa
Bid Contact	Cristiane Rodriguez
Bid Contact	Michael F Walker
Contract Duration	5 years
Contract Renewal	5 annual renewals
Prices Good for	120 days
Pre-Bid Conference	Jan 12, 2018 9:30:00 AM EST Attendance is mandatory Location: Broward Sheriff's Office Fire Rescue/Logistics 2308-B SW 42 Street Dania Beach, FL 33312
Bid Comments	<p>The Broward Sheriff's Office (BSO) will receive formal sealed Letters of Interest and Statements of Qualifications and Experience for ALS TRANSPORT UNITS, ACCESSORIES AND EQUIPMENT FOR BSO'S FIRE RESCUE DEPT. Please read the Request for Letter of Interest (RLI) carefully and include in your Proposal, all information, forms and documents requested.</p> <p>Responses to this solicitation will be accepted until time and date indicated in the solicitation and will be accepted through BidSync only. Proposals submitted by e-mail, fax, etc. will not be accepted. BidSync will not accept any responses to RLI after date/time indicated in the solicitation.</p> <p>This project is under a "Cone of Silence" beginning with RLI release until contract execution or when all responses have been rejected. A complete definition of Cone of Silence is located on BSO website https://www.sheriff.org . All communication regarding this Request For Letter of Interest must be submitted through BidSync.</p> <p>Questions regarding this solicitation, including procedures, specifications, etc. will be accepted until date/time indicated, and will be accepted through BidSync only. BSO may not accept questions after the Q&A end date. <u>Please do not e-mail Purchasing Agent(s) with questions - ALL QUESTIONS MUST GO THROUGH BIDSYNC.</u> The date(s) that answers to questions will be posted on BidSync is at BSO's discretion, which may occur after closing date for questions.</p> <p>The Broward Sheriff's Office reserves the right to waive or modify any irregularities and technicalities in this RLI and in Proposals received; to request additional information, to exercise its discretion and to apply its judgment in all matters pertaining to the RLI. BSO further reserves the right to reject any or all Proposals, with or without cause, to waive technical errors and informalities or to accept Proposals, which in its judgment best serves BSO. BSO further reserves the right to cancel this RLI and re-solicit if determined to be in its best interest. BSO's decision in dispute(s) resolution(s) will be final. At BSO'S sole discretion,</p>

award will be made to Proposer that BSO determines is the most qualified responsive and responsible Proposer.

BSO reserves the right to withdraw this RLI without any award and/or "piggyback" off of another existing government contract and/or GSA.

A Mandatory Pre-Proposal Meeting and Site Visit will be conducted on date/time indicated in this solicitation. Vendors are requested to e-mail RSVP with names of those attending the Pre-Proposal Meeting and Site Visit as indicated in RLI to Irene_Costa@Sheriff.org with a cc to: Cristiane_Rodriguez@Sheriff.org & MichaelF_Walker@Sheriff.org . Proposals will only be accepted from Proposers that have attended the Pre-Proposal Meeting and Site Visit.

If prime contractor intends to utilize sub-contractors for this project, those sub-contractors should attend this site visit, as BSO does not intend to offer more than one site visit for this project. PLEASE DO NOT BE LATE.

******If the Selection Committee Shortlists Proposals and requires on-site Presentations, it is anticipated that those Presentations will take place on February 21, 2018, and will be held at the BSO Public Safety Building, 2601 West Broward Boulevard, Fort Lauderdale, FL. BSO does not anticipate adding any other date(s) for vendor presentations.******

Added on Jan 10, 2018:

1-10-18 ADDENDUM #1:

Reminder:

A Mandatory Pre-Proposal Meeting and Site Visit will be conducted on Jan 12, 2018 at 9:30:00 AM EST. at BSO Fire Rescue, Fire Rescue Logistics, Dania Beach, FL.

Proposals will only be accepted from Proposers that have attended the Mandatory Pre-Proposal Meeting and Site Visit.

Please e-mail RSVP with names of those attending to Irene_Costa@Sheriff.org with a cc to:

Cristiane_Rodriguez@Sheriff.org & MichaelF_Walker@Sheriff.org .

Added on Jan 17, 2018:

1-16-18 ADDENDUM #2

1. Please note that the date for presentations has been changed to: February 14, 2018.

******If the Selection Committee Shortlists Proposals and requires on-site Presentations, it is anticipated that those Presentations will take place on February 14, 2018, and will be held at the BSO Public Safety Building,***

2601 West Broward Boulevard, Fort Lauderdale, FL. BSO does not anticipate adding any other date(s) for vendor presentations.***

2. Please disregard references to "drawing(s)" in RLI Exhibits.

Addendum # 1

Addendum # 2

Item Response Form

Item	180071C--01-01 - SUBMIT PRICE SHEET(S) & DISCOUNTS FOR AMBULANCES & ALL RELATED EQUIPMENT
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	Broward Sheriff's Office <u>Fire Rescue Logistics</u> 2308-B SW 42nd Street

Dania Beach FL 33312

Qty 1

Description

Pricing offered by Proposer should be provided with your Proposal and include the following details for all items :

Manufacturer List Price

% discount offered to BSO

Final Cost to BSO (with discount)

Pricing must be all inclusive and include (but not be limited to) installation, labor, warranty, delivery, etc. for all items as specified in the RLI



GENERAL TERMS AND CONDITIONS
RLI # 18007IC
ALS TRANSPORT UNITS, ACCESSORIES AND EQUIPMENT

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

ALS TRANSPORT UNITS, ACCESSORIES AND EQUIPMENT

SECTION ONE – GENERAL

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

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

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: ERIN FOLEY, RECORDS MANAGEMENT

**LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU,
BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD.,
FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745
Erin_Foley@sheriff.org OR THE OFFICE OF GENERAL COUNSEL,
BROWARD SHERIFF'S OFFICE AT (954) 831-8920.**

- 1.7 AGREEMENT PROVISIONS: Proposer agrees that any and all agreements resulting from this process will be governed by the laws of the State of Florida, and the venue for any legal action will be Broward County, Florida. Proposers shall meet all State and Federal certification requirements, and any other applicable laws, codes, rules, regulations and standards throughout the life of the contract.
- 1.8 ASSIGNMENT: Proposer may not assign its rights and/or obligations without the prior written approval of the SHERIFF which may not be unreasonably withheld.
- 1.9 SUBCONTRACTORS/INDEPENDENT CONTRACTORS: Proposer may utilize sub-contractors or independent contractors to fulfill the terms of any resulting agreement provided:
- 1.9.1 Written approval by BSO, and
 - 1.9.2. Proposer remains liable for the acts of any subcontractors or independent contractors, and
 - 1.9.3. Proposer indemnifies and defends the Broward Sheriff's Office from the acts or omissions of any subcontractor or independent contractor.
 - 1.9.4. Insurance limits and requirements will be the same for any and all subcontractors as is defined in this RLI for Proposers unless otherwise agreed in writing by BSO.
- 1.10 COMMUNITY BETTERMENT: The Broward Sheriff's Office is committed to increasing participation of small businesses in Broward County projects as both prime contractors and subcontractors and to spurring economic development and stimulate small business growth through its partnership with Broward County. Proposers are encouraged to partner with the Broward Sheriff's Office in reinvestment efforts in the local community by obtaining certification as a County Business Enterprise (CBE) and/or a Small Business Enterprise (SBE) from Broward County.
- 1.11. NON-DISCRIMINATION: Proposer shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, national origin, physical or mental disability, marital status or medical status. Proposer shall comply with all applicable sections of the Americans with Disabilities Act. The Proposer agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the Proposer, its successors, transferees, and assignees for the period during which services are provided. The Proposer further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this Section.
- 1.12. AGENT/BROKERS: The Broward Sheriff's Office expects to deal directly with representatives of the Proposer submitting and signing the RLI proposal, and having authority to bind the Proposer.

- 1.13 INSURANCE: Throughout the term of this agreement and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect the insurance coverage set forth in this article.

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

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

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

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

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

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

- 1.13.2 Workers' Compensation: CONTRACTOR shall carry Workers'

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

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

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

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

1.14 INDEMNIFICATION:

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

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

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

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

1.15 RIGHT TO SEEK SUBSTITUTE PERFORMANCE:

If the Vendor/Contractor, or its sub-contractors (if any), defaults or neglects to carry out

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

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

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

1.17 AUDIT

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

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

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

of an existing contract, the company:

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

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

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

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

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

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

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

Test Period - Services

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

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

Test Period - Product

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

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

SECTION TWO **RLI PROCEDURES**

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

Question” tab or an addendum. In the event that an inquiry is made in which the explanation or clarification requires a substantial change to the specifications, a formal Addendum will be posted on BidSync. If any addendum is issued it shall be the responsibility of each Proposer, prior to submitting their response, to visit BidSync.com to determine if addenda were issued and to make such addenda a part of their proposal.

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

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

2.5 **MANDATORY PRE-PROPOSAL MEETING AND SITE TOUR**: If applicable, mandatory pre-proposal meeting/site visit will be referenced in the Pre-Bid Section on BidSync.

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

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

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

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

solicitation remains fair and equitable for vendors. The recommendation to begin negotiations with the selected Proposer will be made by the SC and submitted for approval to the appropriate BSO authorities. Selection of Proposer(s) is contingent upon the parties negotiating and executing a mutually acceptable agreement.

2.7. AWARD:

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

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

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

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

2.7.5 Open-End Contract:

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

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

2.8 BSO reserves the right to extend the same or similar services/products offered by Awarded Proposer to other BSO departments, without the need to issue a formal solicitation at the discretion of BSO Purchasing Bureau Director.

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

<http://www.sheriff.org> Click on Administration at bottom of page, click on Purchasing Bureau on right side of page, and go to Solicitations and click on **Protest Procedure**.

SCOPE OF SERVICES

1. BACKGROUND and OBJECTIVES:

The Broward Sheriff's Office (BSO), the nation's largest fully accredited full service public safety agency, is seeking a qualified firm to provide a full line of ALS Transport Units, Accessories and Equipment, including loose equipment (NFPA and non-NFPA required) through a multi-year agreement, per the terms, conditions and specifications set forth in this RLI, in a timely and cost effective manner.

Failure to meet the requirements of this RLI may result in removing your firm from consideration.

1.1. BACKGROUND:

- 1.1.1. The department of Fire Rescue operates five battalions in 22 different locations throughout the county and includes 17 engines, 7 aerials, 2 Industrial fire trucks, 3 aircraft fire-rescue crash trucks, 1 helicopter, 23 ALS transport units and a cross-staffed brush truck, chemical fire suppression truck and foam tanker.
- 1.1.2. With more than 700 professional and highly-trained operations, support and administrative personnel, the department provides fire suppression, fire protection, emergency medical services and educational programs for most unincorporated areas of Broward County and to the municipalities of Weston, Pembroke Park, Cooper City, Lauderdale Lakes, Dania Beach and Deerfield Beach through contract agreements. Additionally, the department serves Ft. Lauderdale-Hollywood International Airport and Port Everglades.
- 1.1.3. Twenty-two (22) stations for fire suppression and Advanced Life Support medical rescue operate in various locations in the county, fifteen as engine companies and five as aerial companies.
- 1.1.4. The BSO desires to contract with a firm that is highly qualified to offer a full line of ALS Transport Units, Accessories and Equipment, including loose equipment. It is anticipated that an agreement will be negotiated with awarded Proposer for a five (5) year term with five (5) one-year renewals. Proposal pricing will remain in effect for fourteen months.

1.2. OBJECTIVES:

It is anticipated that BSO will award all services to one (1) Proposer; however we reserve the right to award to more than one vendor, as the needs of BSO Fire Rescue are diverse (regional, Airport, Port, etc.).

The specifications set forth herein are for informational purposes and to provide a general description of requirements. Proposers will be responsible to submit a Proposal based upon their ability to meet the goals, objectives and requirements set forth herein.

Awarded Proposer will be responsible for providing equipment and services as set forth in this RLI.

2. REQUIREMENTS OF THE RLI:

- 2.1. Financial Stability: Proposers will be stable and financially solvent. Proposal should include documentation of financial stability, including Proposer's most recent annual report and/or audited financial statements. These documents should be uploaded to BidSync when submitting your proposal. If not included in your Proposal, Proposer must submit these documents within three (3) working days upon request by Broward Sheriff's Office.
- 2.2. Proposer should acknowledge if Proposer and/or subcontractor(s) are presently negotiating a sale, acquisition or merger which would alter the Proposer's structure as stated in this section.
- 2.3. Legally authorized to do Business in the State of Florida: Proposer will provide documentation that the Proposer is legally authorized to do business in the State of Florida, or, alternatively, will obtain a certificate to conduct business in the State of Florida prior to contract execution. (See <http://www.sunbiz.org/>).
- 2.4. Laws, Ordinances, Regulations: Awarded Proposer(s) must comply with all Federal, State and Local laws, ordinances for work required for services listed in this RLI.

3. QUALIFICATIONS:

- 3.1. Proposals will be considered from Proposers who can demonstrate to the Broward County Sheriff's Office a professional ability to provide equipment and perform services specified within the Request for Letters of Interest. It is preferred that Proposers are full line providers and installers of ALS Transport Units.
- 3.2. Proposer should be actively engaged for a period of five (5) years (preferably ten (10) years) or longer in providing ALS Transport Units and remounting ALS Transport Units.
- 3.3. Proposer should be currently providing full line of ALS Transport Units/Remounts and demonstrate success rate for fulfilling contracts with other Fire Rescue Departments.
- 3.4. REFERENCE FORM: Proposer should be actively providing a full line of remounted Type 1 transport units with a demonstrated success rate for fulfilling contracts with other Fire Rescue Departments. Proposers should submit the attached "REFERENCE FORM" to be completed and signed by three (3) references and submitted with your proposal.
- 3.5. Proposer should maintain a State of Florida business license as a manufacturer of ALS Transport Units, and include a copy of such in Proposal.
- 3.6. Proposer should have established working office with staffing, parts and service facilities in Florida.

4. FEE SCHEDULE:

Pricing shall be firm for a period of fourteen (14) months from date of execution of contract. Discount percentages shall be fixed during the entire duration of initial five year term of the Agreement. Discounts off of manufacturers' pricing may not be adjusted.

Proposer should include discount and pricing for all goods/services offered for future consideration. Proposals should include the following:

- 4.1 Price for Freightliner M2 106 with Options outlined in Exhibit 1, detailing the following:
- Current manufacturer list price,
 - % discount offered to BSO,
 - Final cost to BSO (with discount).
- 4.2 Discount off manufacturers' list price for all items including:
- Unit,
 - Accessories,
 - Equipment (including NFPA & non-NFPA required loose equipment and accessories requested by BSO).

Discount will be based on published pricing from the manufacturer catalog or manufacturer web page.

- 4.3 Price (fee schedule) for remount options as listed below, including labor:
- 4.3.1 Patient compartment only
 - 4.3.2 Patient compartment with paint/graphics
 - 4.3.3 Patient compartment with surfaces replaced
 - 4.3.4 Patient compartment with lighting (Interior and exterior)
 - 4.3.5 Patient compartment with new flooring
 - 4.3.6 Patient compartment with Stryker Power Load System (with Stryker Power Pro Cot).
- 4.4 Hourly labor rates for misc. services
- 4.5 Fee Schedule for additional options of packages for remounts. Proposer discount/pricing shall not be limited to ALS Transport Units, but must include components and accessories utilized in conjunction with vehicles (i.e. Proposer will also provide discount off of manufacturer's list price for any items unforeseen which do not fall within definition of "unit, accessories, equipment, NFPA required and non-NFPA required loose equipment **including installation of such equipment**").
- 4.6 Pricing for any extended warranty available through body manufacturer.

NOTE: Proposers shall take into consideration, and include the following in their Percentage Discount and Pricing offered to BSO:

- Freight
- Delivery (F.O.B. Destination)
- Installation of all accessories, equipment (including loose equipment)

- Labor
- Travel expenses for four (4) BSO staff for three (3) inspections of equipment during build out
- Training on units as required by BSO:
 - Performed by Awarded Proposer on BSO premises
 - Minimum of 24 hours over three (3) eight hour day shifts.

5. RESPONSIBILITIES OF AWARDED PROPOSER: The specifications set forth are for informational purposes and to provide a general description of the requirement Proposers should identify any special features/value added components of proposal and describe how the special features/value added components affect base price proposed.

6. STATEMENT OF WORK/SPECIFICATIONS:

It is the intent of the BSO to enter into a contract with a single provider (Awarded Proposer) for purchase of ALS Transport Units, accessories, equipment (including loose equipment), including all freight, delivery charges, installations, labor, travel for four (4) BSO employees for three (3) inspections, and training.

- 6.1. Proposers to provide Freightliner M2 chassis for current model year with specifications as outlined in EXHIBIT 1 – Chassis Specification.
- 6.2. Proposer to provide ALS Transport patient compartment model Type 1 (Proposer to provide drawing).
- 6.3. Proposal should include a complete description of equipment construction, including a set of contractor's specifications and drawings consisting of detailed description of each piece of equipment proposed. Specifications should include size, type, model and make of component parts and accessories, as well as a recommended parts list.
- 6.4. Proposal should include estimated time for completion of equipment and delivery schedule. Prebuild meeting shall occur within 30 days receipt of Purchase Order or at BSO's discretion.
- 6.5. BSO may seek liquidated damages for 100% of cost of unit if delivery not made within specified time unless the delay is through no fault of Awarded Proposer.
- 6.6. Proposal should include warranty(s) provided by vendor and/or manufacturer(s).

Proposals will clearly state any warranties and guarantees against defective materials and workmanship. All manufactured goods shall maintain the standard manufacturer's warranties. All implied warranties recognized under the Florida Uniform Commercial Code will be applicable.

Any extended warranty available through body manufacturer patient compartment should be stated and priced.

Minimum warranty for unit: 5 years

- 6.7. Product literature, specifications, and technical information should be provided with proposal & uploaded to BidSync. If not included in Proposal, Proposer must provide within five (5) business days upon request from BSO.
- 6.8. Delivery address for unit:
Fire Rescue Department
Fleet Services
2308B SW 42nd Street
Fort Lauderdale, FL 33312
- 6.9. MANUALS: as follows should be available to BSO in printed format and electronically (web) for **four (4)** BSO staff:
- 6.9.1. Technical and Service Manuals for Unit and equipment
 - 6.9.2. Technical and Service Manuals for accessories
 - 6.9.3. Parts Manuals for Unit, equipment and accessories
 - 6.9.4. Operator Manuals
 - 6.9.5. Manufacturer's preventive maintenance schedule at time of delivery
 - 6.9.6. Relative computer programs, software, service and diagnostic information
 - 6.9.7. Hardware related to above
 - 6.9.8. Engineered drawings
- 6.10. Units and options, accessories, equipment and parts shall be manufacturer's current models. Appurtenances and/or accessories not herein mentioned shall be included and conform to best practices in design, quality of workmanship and material. If manufacturer's current published data or specifications exceed these, they will be considered minimum. Units, accessories and equipment proposed shall meet State of Florida requirements.
- 6.11. ALS Transport Units offered by Proposer shall be constructed with due consideration to intended use and performance characteristics, including but not limited to load distribution, such that they will operate under all conditions (weather, environmental, load, etc.) in conformity with Owner's specifications and all applicable federal, state and local laws.
- 6.12. Manufacturer's Statement of Origin (MSO), title application (if required), invoice and all warranty documents shall be provided with each piece of equipment at the time of delivery. Vehicles will be delivered clean and with all fluids full.
- 6.13. Liens and Security Interests: awarded Proposer shall assume full responsibility that all ALS Transport Units delivered to BSO are free and clear of all liens and security interests.
- 6.14. Awarded Proposer will work with manufacturer and cab-chassis supplier (if applicable) at time of order to deliver Units to BSO at address indicated in this RLI.
- 6.15. Inspections, Testing, Meetings:
- 6.15.1. Pre-construction meeting at manufacturer's plant will be attended by four (4) BSO representative(s) and Awarded Proposer's representative.
 - 6.15.2. Mid-Line Inspection (2nd inspection) at manufacturer's plant will be attended by four (4) BSO representative(s) and Awarded Proposer's representative.
 - 6.15.3. Final Inspection/performance testing at manufacturer's plant will be attended by four (4) BSO representative(s) and Awarded Proposer's representative.

Units will be 100% complete and ready for delivery. All loose equipment must be present with the vehicle (not shipped separately) and installed to BSO specifications as requested. BSO will perform final inspection and full performance test of the Units and all integral systems.

Awarded Proposer will provide technical information and representatives to allow complete and thorough inspection. Third party certifications must be available for review at final inspection if applicable.

- 6.16. Number of days and time taken for Unit inspections and testing at manufacturer's plant by BSO are expected to be reasonable and at BSO's discretion. Inspections will be planned for approximately 2 to 4 days each, with sufficient time allocated for BSO staff to satisfactorily inspect and meet with awarded Proposer to discuss issues which may require resolution between BSO and awarded Proposer.
- 6.17. Awarded Proposer will be responsible for travel expenses incurred by BSO including air fare, vehicle rental, food, and hotel.
- 6.18. ALS Transport Unit construction: Proposers should include a complete description of equipment construction along with detailed description and drawings of each piece of equipment/unit proposed, including size, type, model, make of all components and accessories.

7. STATEMENT OF SPECIFICATIONS FOR REMOUNTS:

It is the intent of the BSO to enter into a contract with a single provider (Awarded Proposer) for purchase of remounted ALS Transport Units, accessories, equipment (including loose equipment), including all freight, delivery charges, installations, labor, travel for four (4) BSO employees for three (3) inspections, and training.

- 7.1. Proposer shall provide Freightliner M2 chassis for current model year with specifications outlined in Exhibit 1 - Chassis Specification
- 7.2. Warranty coverage for remounted patient compartment module must be covered against manufacturer's defects for a minimum of 5 years, and paint for 10 years.

Any available extended warranties from manufacturer/vendor must be defined and priced.

7.3. INSPECTIONS, TESTING, MEETINGS:

- 7.3.1 Pre-construction meeting at manufacturer's plant will be attended by four (4) BSO representative(s) and awarded Proposer's representative.
- 7.3.2 Mid-Line Inspection (2nd inspection) at manufacturer's plant will be attended by four (4) BSO representative(s) and awarded Proposer's representative.
- 7.3.3 Final Inspection/performance testing at manufacturer's plant will be attended by four (4) BSO representative(s) and awarded Proposer's representative.

Units will be 100% complete and ready for delivery. BSO will perform final inspection and full performance test of the Units and all integral systems.

Awarded Proposer will provide technical information and representatives to allow complete and thorough inspection. Third party certifications must be available for review at final inspection if applicable.

7.4. Delivery address:

Fire Rescue Department
Fleet Services
2308B SW 42nd Street
Fort Lauderdale, FL 33312

7.5 Manuals: as follows should be available to BSO in printed format and electrical (web) for four (4) BSO staff.

- 7.5.1 Technical and Service Manuals for Unit and equipment.
- 7.5.2 Technical and Service Manuals for accessories.
- 7.5.3 Parts Manuals for Unit, equipment and accessories.
- 7.5.4 Operator Manuals
- 7.5.5 Manufacturer's preventive maintenance schedule at time of delivery.
- 7.5.6 Relative computer programs, software, service and diagnostic information
- 7.5.7 Hardware related to above
- 7.5.8 Engineered drawings



SUBMITTAL SECTION

RLI # 18007IC

ALS TRANSPORT UNITS, ACCESSORIES AND EQUIPMENT

1. **COMPANY PROFILE:** Letters of Interest should clearly indicate the legal name, address and telephone number of the Proposer, together with legal entity (corporation, partnership, individual). Payment will be made to company name shown only. The undersigned authorized representative agrees to terms and conditions of this RLI.

Legal Company Name

Indicate if Corporation, Partnership Or Individual submitting Proposal

Company Street Address

Electronic Signature Name of Officer Submitting Proposal

City, State, Zip Code

Title of Officer Submitting Proposal

Federal ID Number

E-Mail Address of Officer Submitting Proposal

Telephone Number

Cell # of Officer Submitting Proposal

FAX Number

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

1. Date of Incorporation:

2. State of Incorporation:

3. President's Name:

4. Vice President's Name:

5. Secretary's Name:

6. Treasurer's Name:

7. Name and Address of Resident

Agent:

5
 6

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

1. Date of Organization:

2. Name, address and ownership of all partners:

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 6

3. State whether a general or limited partnership:

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

5
 6

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

5
 6

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

5
 6

F. List the pertinent experience of the key individuals of your organization (attach any documents, if necessary).

[Empty text box with scroll bar]

G. How long has your company been in business? [Empty text box]

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

No Yes If Yes, please explain?

[Empty text box with scroll bar]

2. CONFLICT OF INTEREST: For purposes of determining any possible conflict of interest, all Proposers must disclose if any BSO employee or family member(s) is also an owner, corporate officer, or employee of their business.

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

Yes Name(s) and Position(s) [Empty text box]

No

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

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

[Empty text box]

Broward County Tax Receipt #

[Empty text box]

Expiration Date

3.2 Evidence that Proposer is authorized to do business in the State of Florida should be included in Proposal. (State of FL. Div. of Corporations Document must be the same as #1. Company Profile – Legal Company Name).

[Empty text box]

State of FL, Div. of Corporations Document #

[Empty text box]

Date Filed (most recent)

3.3 List other Licenses and include copy with Proposal:

	5
	6

4. LITIGATION/JUDGMENTS/SETTLEMENTS/DEBARMENTS/SUSPENSIONS:

Submit detailed information regarding all pending litigation, judgments, settlements of court cases relative to providing services as outlined in this solicitation that have occurred within the last three (3) years of the Proposer and its Principals. "Case" includes lawsuits, administrative hearings and arbitrations. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

Also indicate if Proposer or its Principals have been debarred or suspended from doing business with any government agency and/or professional board.

"Principals" mean the following:

- (A) For a corporation, the corporate officers including president, vice-president, secretary and treasurer; directors; and shareholders who have a controlling interest in a corporation. A "controlling interest" for a corporation means someone who owns, directly or indirectly, either more than 50 percent of the total combined voting power of all classes of stock of the corporation or more than 50 percent of the beneficial ownership interest in the voting stock of the corporation.
- (B) For a partnership, association, trust or other entity, the managing members; general partners; and individuals who own more than 50 percent, directly or indirectly, of the capital, profits, or beneficial interest in the partnership, association, trust, or other entity.
- (C) For a limited partnership, the managing members; general partners; and individuals who own either more than 50 percent, directly or indirectly, of the total membership interest of the limited liability company or more than 50 percent, directly or indirectly, of the beneficial ownership interest in the membership interest of the limited liability company.

	5
	6

5. COMMUNITY BETTERMENT PROGRAM:

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

Yes No

If Yes, include copy of certification with your Proposal.

6. OTHER GOVERNMENTAL AGENCIES:

Please indicate if Proposer would be willing to extend this offer to other Florida Sheriff Offices, other Florida Police Department and/or other Florida Governmental Agencies with similar requirements. If yes, the other agencies would be responsible for negotiating and entering into their own contract with awarded Proposer.

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

7. EXPERIENCE:

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

Submit the following information with your Proposal:

- 7.1 Chronological history of company, including company background, mergers, buyouts, etc.
- 7.2 Corporate Leadership, Organizational Chart, Corporate awards/certificates
- 7.3 Experience – current and past experience in performing services as outlined in this solicitation
- 7.4 References (see reference sheet to be completed and signed by your company's references)

**RLI #18007IC - ALS Transport Units, Accessories and Equipment
QUESTIONNAIRE**

	QUESTION	RESPONSE
1.	Is your firm a full line provider and installer of ALS Transport Units and remounting of ALS Transport Units?	Yes <input type="checkbox"/> No <input type="checkbox"/> # of ALS Transport Units <input type="text"/> # of Remounts of ALS Transport Units: <input type="text"/>
2.	How many years has your firm been actively engaged in providing ALS Transport Units?	<input type="text"/>
3.	Warranty: provide details on warranties for all components of apparatus and equipment, if not covered under blanket warranty i.e. parts, paint, etc.	<input type="text"/>
4.	Training: Describe training to be provided to BSO for each apparatus. (See RLI for BSO Training requirements)	<input type="text"/>
5.	Does your firm have a Florida presence with staffing, parts and service facilities? If not would you be willing to establish a working office in State of Florida?	Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Explain <input type="text"/>
6.	Will your firm adhere to RLI requirement for discount on loose equipment, including installation of such equipment?	Yes <input type="checkbox"/> No <input type="checkbox"/>

RLI #18007IC - ALS Transport Units, Accessories and Equipment
REFERENCE FORM

(TO BE COMPLETED & SIGNED BY PROPOSER'S REFERENCE & INCLUDED IN PROPOSAL)

PROPOSER'S NAME: (Name of firm submitting proposal To BSO)	
Customer (Company) Name providing reference	
Customer Contact Name, Title, Phone, E-Mail	
Dollar Amount of Contract	

Factors	Question	Response	Comments
Services:	Has Proposer provided remounted Type 1 transport unit Remounts to your Agency?	Yes No If yes how many? _____	
	Has your Agency purchased Type 1 transport units from Proposer?	Yes No If yes how many? _____	
Timeliness	Did provider deliver equipment time?	Yes No	
	Was response time satisfactory when contacting provider with questions/ comments during manufacture?	Yes No	
Contract Management	Was the manufacture, delivery of equipment performed satisfactorily?	Yes No	
Quality	Were you satisfied with the quality of equipment provider's value-added services (i.e. installation, retrofit, assembly, delivery)	Yes	
		No	



AFFIDAVIT
RLI # 18007IC
ALS TRANSPORT UNITS, ACCESSORIES AND EQUIPMENT

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

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

OR

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

1.
 Legal Name

Driver's License Number (Attach copy)

Previous Names Used

Title/Duties performed

2.
 Legal Name

Driver's License Number (Attach copy)

Previous Names Used

Title/Duties performed

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

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

(Company Name)

Electronic Signature (Print Name)



Confidentiality Agreement

RLI # 18007IC

ALS TRANSPORT UNITS, ACCESSORIES AND EQUIPMENT

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

WHEREAS Sheriff of Broward County ("SHERIFF") has entered into an Agreement with

[Redacted]

an independent contractor, ("CONTRACTOR")

(Company Name)

wherein CONTRACTOR will be performing certain work and services for SHERIFF, more specifically described in the solicitation document.

WHEREAS, CONTRACTOR has assigned

[Redacted]

to perform such work on behalf of

CONTRACTOR;

(Individual's Name)

WHEREAS, when performing such work and providing such services

[Redacted]

(Individual's Name)

may become aware of confidential information related to the business of the SHERIFF including, but not limited to, undercover vehicle information, criminal intelligence information, and criminal investigative information, and

NOW THEREFORE, in consideration of SHERIFF using CONTRACTOR to perform services and for other good

and valuable consideration [Redacted] agrees as follows:

(Individual's Name)

I. Acknowledgment of Confidentiality. [Redacted] hereby acknowledges that

(Individual's Name)

(he / she) may be exposed to confidential information including, without limitation, criminal intelligence (Check one of the above)

information, criminal investigative information, blueprints, designs and plans (whether in hard copy or electronic format) and other information that is confidential or exempt from disclosure pursuant to federal, state or local laws, rules, codes, or regulations and other information designated as confidential ("Confidential Information"). Confidential Information does

not include (i) information already known or independently [Redacted] and/or developed by

[Redacted]

(Individual's Name)

(Company Name)

(ii) information in the public domain through no wrongful act of [Redacted] and/or

(Company Name)

[Redacted], or (iii) information received by [Redacted]

and/or

(Individual's Name)
Name)

(Company

[Redacted] from a third party who was free to disclose it.

(Individual's Name)

II. Covenant Not to Disclose. With respect to the Confidential Information, | _____ |

(Individual's Name)

hereby agrees that during the term of rendering services or performing work and at all times thereafter

_____ shall not use, commercialize or disclose such Confidential Information to any

(Individual's Name)

person or entity, except to such other parties as SHERIFF may approve in writing and under such conditions as SHERIFF may impose.

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

(Individual's Name)

(CONTRACTOR) EMPLOYEE/SUBCONTRACTOR

Electronic Signature (Individual's Name)

Date

Witness

Date



DRUG FREE WORKPLACE CERTIFICATION
RLI # 18007IC
ALS TRANSPORT UNITS, ACCESSORIES AND EQUIPMENT

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

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

(Legal Company Name)

Electronic Signature (Print Name)



EQUAL BENEFITS CERTIFICATION

The Contractor by virtue of signing below, certifies that it is aware of the requirements of Section 3.4.4 of the Purchasing Division's Standard Operating Procedures and Section 3.5.7 of the Contract Division's Standard Operating Procedures (hereafter collectively referred to as "SOP's"); and certifies the following:

(Please check only one below).

- 1. The Contractor currently complies with the requirements of the SOP's to Domestic Partners of its employees on the same basis as it provided benefits to employees' spouses.
- 2. The Contractor will comply with the requirements of the SOP's at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 3. The Contractor will not comply with the requirements of the SOP's at time of award.
- 4. The Contractor does not need to comply with the requirements of the SOP's at time of award because the following exception(s) apply(ies): **(Please check only one below).**

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

The Contractor employs less than five (5) employees.

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

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

The Contractor does not provide benefits to employees' spouses.

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

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

(Legal Company Name)

Electronic Signature (Print Name)

Please see pages 2 and 3 for the requirements of Section 3.4.4 and 3.5.7

Contractors Shall Offer Equal Benefits for Domestic Partners:

- A. Contractor Offering Equal Benefits. Except where federal or state law mandates to the contrary, a Contractor awarded a contract pursuant to a competitive solicitation shall provide Equal Benefits to Domestic Partners of its employees on the same basis as it provides benefits to its employees' spouses.
- B. Definitions.
1. "Domestic Partner" shall mean only two adults who are registered as domestic partners with Broward County or any other jurisdiction with a domestic partner registry pursuant to state or local law authorizing such registration; or who meet the requisites for a valid domestic partnership relationship as established by BSO; or who were married or entered into a registered civil union in any state or country in which said marriage or civil union was legally recognized in said jurisdiction at the time said relationship was formally entered.
 2. "Competitive Solicitation" means any bid, request for proposal, request for letters of interest, or any other method of procurement utilized by the Broward Sheriff's Office.
 3. "Contractor" means any business with five or more employees which Contractor is awarded one or more Contracts by the Broward Sheriff's Office.
 4. "Contract" means all types of binding agreements between the Broward Sheriff's Office and a Contractor for goods or services in an amount over \$100,000.
 5. "Equal Benefits" means the equality of benefits between employees with married spouses and employees with Domestic Partners; and includes equal benefits for the Dependents of employees' spouses and Dependents of employees' domestic partners. Benefits include the types of benefits typically extended to employees' spouses, including health insurance, dental insurance, bereavement leave, and family medical leave.
 6. "Dependent" means a person who lives within the household of a domestic partnership and is:
 - a. A biological child or adopted child of a Domestic Partner; or
 - b. A dependent as defined under IRS regulations; or
 - c. A ward of a Domestic Partner as determined in a guardianship proceeding.
- C. Certification of Contractor: As part of the Competitive Solicitation process, a Contractor seeking a Contract covered herein by paragraph (a) shall certify that upon award of a Contract it will provide Equal Benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. The certification shall be in writing and signed by an authorized officer of the Contractor. Failure to provide such certification shall result in a Contractor being deemed non-responsive to the Competitive Solicitation process.
- D. Exceptions to Contractor Offering Equal Benefits: The provisions of this section shall not apply

where:

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

applicable to all Contracts meeting the definitions herein and awarded pursuant to Competitive Solicitations issued after the adoption of this policy. Contractors holding current Contracts at time of adoption of this policy shall be exempt from the provisions herein during the current term of said Contract.

NON-COLLUSION CERTIFICATE

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

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

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

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

By: _____
Signature

_____ 20_____
Date

Printed Name and Title

Federal Employer Identification Number _____



PROPOSAL ACKNOWLEDGEMENT FORM
RLI # 18007IC
ALS TRANSPORT UNITS, ACCESSORIES AND EQUIPMENT

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

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

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

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

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

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

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

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

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

Legal Company Name:

Electronic Signature

Bidder's Authorized Representative's Name:

Representative's Title:

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

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name:	<input style="width: 95%;" type="text"/>		
Vendor FEIN:	<input style="width: 95%;" type="text"/>		
Vendor's Authorized Representative Name and Title:	<input style="width: 95%;" type="text"/>		
Address:	<input style="width: 95%;" type="text"/>		
City:	<input style="width: 20%;" type="text"/>	State:	<input style="width: 20%;" type="text"/>
		Zip:	<input style="width: 20%;" type="text"/>
Phone Number:	<input style="width: 95%;" type="text"/>		
Email Address:	<input style="width: 95%;" type="text"/>		

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services of \$1,000,000 or more, that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (both lists are created pursuant to section 215.473, Florida Statutes), participating in a Boycott of List Israel which may or may not be on a Israel Boycott List (created pursuant to section 215.4725, Florida Statutes), or having business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies with Activities in Sudan List and the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a Boycott of Israel nor is on a Israel Boycott List, and does not have business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By:	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
	<i>Print Name</i>	<i>Print Title</i>
Who is authorized to sign on behalf of the above referenced company.		
Authorized Signature:	<input style="width: 95%;" type="text"/>	

W-9

(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

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

Business name/disregarded entity name, if different from above

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

Individual/sole proprietor or C Corporation S Corporation Partnership

Trust/estate
Single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt Payee Code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

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

City, state, and ZIP code

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person Date

General Instructions

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

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

Purpose of Form

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

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

Cat. No. 10231X

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

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

By signing the filled-out form, you:

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

Form **W-9** (Rev. 12-2014)

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

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

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

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

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

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

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

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

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

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

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

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

Backup Withholding

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

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name

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

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

Payments you receive will be subject to backup withholding if:

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

shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

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

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section

584(a) 11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947 The following chart shows types of payments that

may be exempt from backup

withholding. The chart applies to the exempt payees listed above, 1 through 13.

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

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

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

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

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

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

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

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1) M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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INSURANCE CERTIFICATE SAMPLE BROWARD SHERIFF'S OFFICE

Quick Tips
Understanding the Acord Certificate of Insurance

1. PRODUCER
Insurance Agent/Broker who issues certificate.

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

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

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

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

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

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

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

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

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

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

12. AUTHORIZED REPRESENTATIVE
Must be signed, not stamped.

The ACORD Certificate of Insurance

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

endorsement, the following named herein as additional insured: The Broward Sheriff's Office, BSO, the Sheriff, Broward County, and Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies

6. CERTIFICATE HOLDER: Must be The Broward Sheriff's Office; address must include, department, contact person.
7. POLICY EFFECTIVE DATE: Must be prior to or coincidental with effective date of contract.
8. POLICY EXPIRATION DATE: For "occurrence" form coverage, date should be on or after the termination date of contract; if "claims-made coverage," coverage must survive for a period not less than three years following termination of contract and shall provide for a retroactive date of placement prior to or coinciding with the effective date of contract.
9. LIMITS OF INSURANCE: Must be same or greater than required by Contract or Bid document.
10. DESCRIPTION OF OPERATIONS: Review information in this section to determine it is consistent with contract.
11. NOTICE OF CANCELLATION: This language must be modified to read: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days' notice to the certificate holder named to the left."
12. AUTHORIZED REPRESENTATIVE: Must be signed by an authorized representative of Producer.

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

SAMPLE AGREEMENT**** DO NOT COMPLETE SAMPLE ONLY ******GENERAL TERMS AND CONDITIONS****DEFINITIONS AND IDENTIFICATIONS**

Agreement - means this document including the exhibits, schedules and attachments attached hereto and those documents that are set forth in this Agreement as being expressly incorporated herein by reference.

Contract Administrator - The designee of the SHERIFF whose primary responsibility is to coordinate and communicate with CONTRACTOR and to manage and supervise performance and completion of this Agreement in accordance with the terms and conditions set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator.

Contractor – means _____ and its successors and assigns.

Deliverable(s) - means all products, goods, work and services to be provided and/or performed by CONTRACTOR pursuant to this Agreement.

Sheriff – means the duly elected and qualified Sheriff of Broward County, Florida.

Support Services - means any activity intended to eliminate faults, to improve or to keep the products and goods in satisfactory working condition, including tests, measurements, replacements, adjustments, changes, modifications, enhancements or repairs.

SCOPE OF SERVICES

CONTRACTOR is hereby retained to provide to the SHERIFF the goods and services set forth in the Statement of Work, which is attached hereto as Exhibit __ and incorporated herein.

CONTRACTOR and SHERIFF acknowledge that the Statement of Work may not delineate every detail and minor work task required to be performed by CONTRACTOR to complete the services and provide the deliverables contemplated herein. If, during the course of the performance of the services under this Agreement, CONTRACTOR determines that additional work should be performed to complete the Deliverables required, which is, in CONTRACTOR's opinion, outside the level of effort originally anticipated in the Statement of Work, CONTRACTOR shall notify the SHERIFF's Contract Administrator in writing in a timely manner. Upon receipt of such written notice, the SHERIFF's Contract Administrator will meet with CONTRACTOR to discuss the need for an amendment. No modifications will be made to this Agreement unless it is agreed to through a written amendment executed by both parties with the same formalities as set forth herein.

If CONTRACTOR proceeds with the additional work without a fully executed amendment, such work shall be deemed to be within the original Statement of Work.

MANNER OF PERFORMANCE

CONTRACTOR shall perform all services to the utmost professional standards.

CONTRACTOR agrees to perform, at all times faithfully, industriously, and to the best of its ability, experience, and talent, all of the duties that may be required of and from it pursuant to the express and implicit terms of this Agreement.

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein, and to provide and perform such services to SHERIFF's satisfaction for the agreed compensation. The quality of CONTRACTOR's Deliverables provided to or on behalf of SHERIFF shall be comparable to the best local and national standards.

CONFLICT OF INTEREST

CONTRACTOR assures the SHERIFF that to the best of its knowledge, the signing of this Agreement does not create any conflict of interest between itself, its associates, any principal of its firm or any member or employee of the SHERIFF.

RISK OF LOSS

CONTRACTOR shall bear the risk of loss from any casualty to any products and goods, regardless of the cause, during the transportation and delivery of the goods to the SHERIFF.

TERM

This Agreement shall commence on _____ and remain in full force and effect through _____, unless otherwise renewed or terminated as provided herein.

This Agreement may be renewed for an additional term of ____ years upon mutual agreement of the parties.

PROJECT SCHEDULE

CONTRACTOR and SHERIFF shall perform their respective obligations under this Agreement pursuant to the Project Schedule, which is in the Statement of Work.

CONSIDERATION

CONTRACTOR shall provide the Services contemplated herein at the hourly rates specifically described in Exhibit ____, which is attached and incorporated herein. The total consideration payable by the SHERIFF to CONTRACTOR (excluding reimbursables) shall not exceed _____ (\$_____), unless otherwise approved in writing by the SHERIFF.

SHERIFF shall pay CONTRACTOR in accordance with the payment schedule set forth in Exhibit ____, which is attached and incorporated herein. CONTRACTOR shall submit all invoices to the SHERIFF's Finance Department, 2601 W. Broward Boulevard, Fort Lauderdale, Florida 33312, identifying the nature of the work performed, the total hours of work performed, and the employee performing same. Invoices shall itemize and summarize reimbursables by category and identify same as to the personnel incurring the

expense and the nature of the work with which such expense was associated. Where prior written approval by the SHERIFF's Contract Administrator is required for reimbursables, a copy of said approval shall accompany the billing for such reimbursable. The statement shall show a summary of fees and reimbursables with accrual of the total and credits for portions paid previously. External reimbursables must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a reference which clearly indicates that the expense was incurred under this Agreement. When requested, CONTRACTOR shall provide backup for past and current invoices.

SHERIFF shall have the right to provide written objections to an invoice within seven (7) calendar days of SHERIFF's receipt of such invoice. If no objection is made within such seven (7) calendar day period, payment shall be made within fifteen (15) calendar days thereafter.

REIMBURSABLES

Subject to the limitations set forth below, SHERIFF authorizes CONTRACTOR to incur reimbursable expenses, reasonable in amount and nature, which are directly attributable to the services to the performed by CONTRACTOR pursuant to this Agreement, subject to the limitations set forth in Section 112.061, Florida Statutes. At CONTRACTOR's option, all reimbursable expenses authorized herein shall be charged at no more than actual cost and subject to Section 112.061, Florida Statutes or at the per diem rate set forth in Section 112.061, Florida Statutes. The maximum sum which may be charged for reimbursable expenses under this Agreement is _____. Reimbursable expenses are further limited as follows:

- a. Identifiable transportation/travel and lodging expenses in connection with the services to be performed by CONTRACTOR are subject to the limitations of Section 112.061, Florida Statutes.
- b. If CONTRACTOR does not elect to seek reimbursement on a per diem basis for personnel performing said services, SHERIFF authorizes the following lodging accommodations:
 1. Local area hotels with single occupancy room rates comparable to a Holiday or Ramada Inn, or its equivalent, or
 2. Local area apartments, condominiums or houses with a minimum of two CONTRACTOR personnel occupying each premises, so long as the total rental fees for such accommodations are less than what the total cost of hotel accommodations as noted above would be for the number of CONTRACTOR personnel occupying said premises over the period of occupancy.

CONTRACTOR may submit invoices for reimbursable expenses in accordance with Article _____, Consideration, no more often than on a monthly basis, but only after such reimbursable expenses have been incurred by CONTRACTOR.

EXPENSES

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

LIQUIDATED DAMAGES

CONTRACTOR recognizes and acknowledges that this Agreement is time sensitive. In inducing the SHERIFF to enter into this Agreement, CONTRACTOR has represented that CONTRACTOR will provide the following Deliverables to the SHERIFF on or before the dates shown:

(NEED DELIVERABLES AND DATES)

In the event CONTRACTOR fails to provide any of the Deliverables to the SHERIFF on or before the date shown above, CONTRACTOR shall pay to SHERIFF for each unmet Deliverable the sum of _____ dollars (\$_____) per day thereafter, including Saturdays, Sundays, and holidays, until such time as the Deliverable is provided to the SHERIFF. It is agreed that the sum of _____ dollars (\$_____) per day, per Deliverable, is the proper measure of liquidated damages that the SHERIFF will sustain per diem by the failure of CONTRACTOR to provide the Deliverable in a timely manner. This sum is not to be construed as a penalty.

For delays by SHERIFF in performing its obligations pursuant to this Agreement, including delays resulting from untimely review by SHERIFF, SHERIFF shall grant an extension to the above completion dates equal to the number of days in which CONTRACTOR was delayed by the SHERIFF. The above extension is conditioned upon the CONTRACTOR immediately notifying the SHERIFF of any delay in its timely performance as a result of a SHERIFF delay. Such delay notification shall be in writing and shall specify the manner and nature of the delay.

WARRANTIES

CONTRACTOR warrants that the products and goods provided pursuant to this Agreement shall be free from defects in material, manufacturing and workmanship for a period of _____ () months from the date of delivery and acceptance of such products and goods. Contractor warrants that the products and goods shall be fit for SHERIFF'S specific performance and use.

All products, goods and parts thereof shall be replaced free of any charge (parts and labor) during the warranty period and any subsequent period covered by support services provided by CONTRACTOR.

If authorized by the third party manufacturers, CONTRACTOR hereby assigns to SHERIFF all third party manufacturers' warranties with respect to any products and goods, copies of which have or shall be provided to SHERIFF. CONTRACTOR represents and warrants that the foregoing manufacturers' warranties are assignable to SHERIFF and such assignment shall not void such warranties.

All products and goods provided by CONTRACTOR to SHERIFF shall be new and unused, except normal manufacturer's testing for product control and verification of quality. Any disclaimer of warranties by Contractor and/or its suppliers are null and void and shall have not any further force or effect.

SUPPORT SERVICES

If SHERIFF elects to acquire support services after the warranty period for any products and/or goods supplied by CONTRACTOR to SHERIFF, CONTRACTOR shall maintain and support the products and goods as set forth and described herein. SHERIFF shall notify CONTRACTOR in writing of SHERIFF's election to have CONTRACTOR provide support services within thirty (30) days prior to the expiration of the applicable term of the warranty or support services.

CONTRACTOR will provide and maintain support services, at which CONTRACTOR shall accept communications so that SHERIFF can report problems with the products and/or goods, discuss solutions and, when required, have CONTRACTOR initiate corrective action and resolution of requests for service. Such support shall be available from ____ to ____, Eastern Standard Time, Monday through Friday. For hours outside the normal working hours, CONTRACTOR shall designate a contact person for the SHERIFF to contact in the event of an emergency. CONTRACTOR shall respond to support service requests within _____ hours after the initial notification.

The initial twelve (12) months of support services shall be provided by CONTRACTOR to SHERIFF at a cost of _____ dollars (\$ _____). The initial twelve (12) months of support services shall commence on _____. For each year thereafter, SHERIFF shall have the right to renew support services on an annual basis with the annual increase in such cost not to exceed the lesser of the Consumer Price Index, All Consumer Products or three percent (3%) with payment due on _____.

RECORDS

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

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

CRIMINAL HISTORY

CONTRACTOR represents that its principal owners, partners, corporate officers, and employees do not have any past felony criminal convictions or any pending criminal charges. CONTRACTOR has disclosed all such convictions or pending criminal charges to the SHERIFF and further agrees to disclose any future convictions or pending criminal charges.

CONTRACTOR's employees, agents, servants or representatives directly performing services for CONTRACTOR pursuant to this Agreement may be subject to a background screening conducted by the SHERIFF prior to performing such services. Such screening shall be at the expense of SHERIFF.

EMPLOYMENT RESPONSIBILITY

Any of CONTRACTOR's employees, subcontractors and any other person(s) performing services pursuant to this Agreement (hereinafter referred to collectively as "Staff") shall be deemed as employed by CONTRACTOR, not the SHERIFF.

Accordingly, the SHERIFF shall not be responsible for or assume any liability for any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workers compensation funds, vacation, compensatory time, sick leave benefits or any other amenities of employment to any of CONTRACTOR's Staff.

CONTRACTOR shall have and maintain sole responsibility and control over the rendition of services, training, standards of performance, discipline of personnel, and other matters incident to the performance of its services, duties, and responsibilities described and contemplated herein.

SHERIFF shall not be liable for and CONTRACTOR agrees to indemnify SHERIFF against any liability resulting from injury or illness, of any kind whatsoever, to CONTRACTOR's Staff during the performance of the services, duties, and responsibilities contemplated herein.

CONTRACTOR has the right to provide services to others or hold itself out to the public as available to engage in agreements with others.

CONTRACTOR and its Staff shall at all times be an independent contractor under this agreement, rather than an employee, agent, or representative of SHERIFF, and no act, action, or omission to act by CONTRACTOR or its Staff shall in any way obligate or bind SHERIFF.

CONTRACTOR will be responsible for having its Staff complete and submit data forms required to obtain clearance prior to entering any of SHERIFF's facilities. Such forms shall be provided by SHERIFF.

CONTRACTOR agrees to abide by all of the security policies, procedures, rules, and regulations promulgated by the SHERIFF.

CONTRACTOR'S STAFF

SHERIFF reserves the right to approve or reject, for any reason, CONTRACTOR's Staff providing services pursuant to this Agreement at any time.

CONTRACTOR will maintain the continuity of the Staff assigned to provide services pursuant to this Agreement throughout the term of this Agreement.

CONTRACTOR agrees that the services provided under this Agreement shall be provided by Staff that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties as required by applicable law, rules and regulations. CONTRACTOR agrees to furnish SHERIFF with any and all documentation, certifications, authorizations, licenses, permits, or registrations currently required by applicable laws, rules or regulations. CONTRACTOR further certifies that it and its Staff will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws, rules or regulations in full force and effect during the term of this Agreement. Failure of CONTRACTOR to comply with this paragraph shall constitute a material breach of this Agreement.

At the request of SHERIFF, CONTRACTOR shall promptly remove Staff providing services pursuant to this Agreement.

CONTRACTOR agrees to defend, hold harmless and indemnify the SHERIFF and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the SHERIFF, occurring on account of, arising from or in connection with the removal and replacement of any Staff performing services hereunder at the request of the SHERIFF. Removal and replacement of any Staff shall not require the termination and or demotion of such Staff.

CONTRACTOR agrees that CONTRACTOR will at all times employ, maintain and assign to the performance of the work required hereunder a sufficient number of competent and qualified professionals and other personnel to meet the Project Schedule set forth in the Statement of Work.

CONTRACTOR shall at all times cooperate with the SHERIFF and coordinate its respective work efforts to most effectively and efficiently progress the performance of the work.

KEY STAFF

CONTRACTOR will not transfer any assigned key staff without the prior approval of SHERIFF, which will not be unreasonably be withheld. The key staff include: _____.

PAYMENT OF TAXES

CONTRACTOR shall bear all responsibility for the payment of any federal, state or local taxes and fees, if applicable, related to the business of CONTRACTOR and the payments to CONTRACTOR's Staff. It is understood by both parties that SHERIFF will not, in any manner, be responsible for the aforementioned taxes or fees. It is further understood and agreed that the SHERIFF will not withhold any payroll taxes (i.e. federal withholdings, FICA) from the payments to CONTRACTOR or its Staff.

CIVIL RIGHTS REQUIREMENTS

CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act.

CONTRACTOR shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, national origin, physical or mental disability, or sexual orientation. CONTRACTOR shall take affirmative action to ensure that applicants, subcontractors, Independent Contractors, and employees are treated without discrimination in regard to their race, color, religion, sex, national origin, physical or mental disability, or sexual orientation. CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act. The CONTRACTOR agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the CONTRACTOR, its successors, transferees, and assignees for the period during which services are provided. The CONTRACTOR further assures that all subcontractors and Independent Contractors are not in violation of the terms of this Section.

INDEMNIFICATION

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

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

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

INSURANCE

Throughout the term of this Agreement and for all applicable statutes of limitations periods, CONTRACTOR shall maintain in full force and effect the insurance coverages set forth in this Article.

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

All insurance policies shall name and endorse the following as additional insureds: The Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies.

All insurance policies shall be on an occurrence/aggregate basis and shall be endorsed to provide that (a) CONTRACTOR's insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and (b) CONTRACTOR's insurance applies separately to each insured against whom claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

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

1. Workers' Compensation: CONTRACTOR shall carry Workers' Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than \$500,000 for each disease, and \$500,000 for aggregate disease. Polici(es) must be endorsed with waiver of subrogation against BSO and Broward County.
2. Commercial General Liability Insurance. CONTRACTOR shall carry Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence combined single limit for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and cross liability. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.
3. Professional Liability (Errors and Omissions) Insurance: CONTRACTOR shall carry Professional Liability coverage for it and its employees that has a per occurrence limit of not less than Three Million Dollars (\$3,000,000). If the CONTRACTOR has coverage in greater amounts or if the nature of the agreement requires additional insurance, then the limits will be increased.
4. Business Automobile Liability Insurance: CONTRACTOR shall carry Business Automobile Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include owned vehicles and hired and non-owned vehicles.
5. Employee Fidelity Insurance. CONTRACTOR shall carry Employee Fidelity Insurance with

minimum limit of One Million Dollars (\$1,000,000).

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

7. Builders Risk Insurance. CONTRACTOR shall carry sufficient Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) as a condition precedent to the issuance of any notice to proceed or commencement of any construction. CONTRACTOR shall provide "All Risk" completed value from coverage with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim.

CONTRACTOR shall provide SHERIFF's Director of Risk Management and SHERIFF's Contract/Lease Manager with a copy of the Certificate of Insurance or endorsements evidencing the types of insurance and coverages required by this Article prior to beginning the performance of work under this Agreement, and, at any time thereafter, upon request by the SHERIFF.

The Certificate of Insurance evidencing the types of insurance and coverages required by this Article is attached hereto as Exhibit _____.

CONTRACTOR's insurance policies shall be endorsed to provide SHERIFF with at least sixty (60) days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

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

AND

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

If CONTRACTOR's insurance policy is a claims made policy, then CONTRACTOR shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of the Agreement or any extensions or renewals of the Agreement. Applicable coverage's may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement or tail coverage.

If any of CONTRACTOR's insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this Article.

The provisions of this Article shall survive the expiration or termination of this Agreement.

If any of the insurance policies required under this Article above lapse during the term of this Agreement or any extension or renewal of the same, CONTRACTOR shall not receive payment from SHERIFF until such time that SHERIFF has received satisfactory evidence of reinstated coverage of the types and coverages specified in this Article that is effective

as of the lapse date. The Sheriff, in his sole discretion, may terminate the Agreement immediately and no further payments shall be due to CONTRACTOR.

PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with the SHERIFF, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with the SHERIFF, and may not conduct business with the SHERIFF for a period of thirty six (36) months from the date of being placed on the convicted vendor list. CONTRACTOR's execution of this Agreement acknowledges CONTRACTOR's representation that it has not been placed on the convicted vendor list. Violation of this Article by CONTRACTOR shall result in termination of this Agreement and may cause CONTRACTOR debarment.

ASSIGNMENT

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

DRUG-FREE WORKPLACE

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

NOTICE

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

Notices shall be addressed as follows:

Sheriff's Office of Broward County
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Office of the General Counsel
Sheriff's Office of Broward County

2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

AGREEMENT TERMS TO BE EXCLUSIVE

This written Agreement, including any Exhibits, Attachments and Schedules referred to herein, contains the sole and entire agreement between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing its execution and delivery except such representations as are specifically set forth in this writing, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other.

WAIVER OR MODIFICATION OF AGREEMENT

No waiver or modification of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification of the terms herein shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the parties.

AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA

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

SURVIVORSHIP OF BENEFITS

The terms and conditions of this Agreement shall be binding upon CONTRACTOR and its successors and assigns.

THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor SHERIFF intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

RECORDS TO BE KEPT BY CONTRACTOR

If the Florida Public Records Act is determined by SHERIFF to be applicable to CONTRACTOR's

records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in CONTRACTOR's books, records, and accounts which led to SHERIFF overpaying for time and materials services shall be a basis for SHERIFF's disallowance and recovery of any overpayment upon such entry.

CONFLICTING TERMS

In the event of a conflict between the terms and conditions set forth in this Agreement, the terms and conditions that are most favorable to the SHERIFF shall prevail.

FORCE MAJEURE

Neither party shall be liable to the other for any failure or delay in performance hereunder due to circumstances beyond its reasonable control including, without limitation, Acts of God and governmental and judicial action not the fault of the party causing such failure or delay in performance.

TERMINATION

The Agreement may be terminated upon the following events:

Termination by Mutual Agreement In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

Termination Without Cause. SHERIFF shall have the right to terminate this Agreement without cause by providing CONTRACTOR with thirty (30) calendar day's written notice via certified mail, return receipt requested or via hand delivery with proof of delivery.

Termination for Cause. In the event of a material breach, either party may provide the other party with written notice of the material breach. The notice should provide the other with such sufficient detail so it can readily understand the claim for material breach. The other party shall have thirty (30) calendar days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Agreement immediately. Material breaches shall include but are not limited to, violations of Governing Standards, local, state or federal laws, the SHERIFF'S policies and procedures concerning which CONTRACTOR was given prior written notice clearly labeled as important or the terms and conditions of this Agreement.

Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, Board of County Commissioners, SHERIFF may provide CONTRACTOR with thirty (30) calendar days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.

Immediate Termination by SHERIFF.

SHERIFF, in the SHERIFF's sole discretion, may terminate this agreement immediately upon the occurrence of any of the following events:

- a) CONTRACTOR's violation of the Public Records Act;
- b) The insolvency, bankruptcy or receivership of CONTRACTOR;
- c) CONTRACTOR's violation or non-compliance with Nondiscrimination Article of this Agreement; or
- d) CONTRACTOR fails to maintain insurance in accordance with the Insurance Article of this Agreement.

SUBCONTRACTORS

CONTRACTOR may not subcontract the performance of its obligations set forth herein without the prior written approval of SHERIFF.

Prior to entering into any subcontract, CONTRACTOR will provide written notice to the SHERIFF identifying the name of the proposed subcontractor, the portion of the work which the subcontractor is to do, the place of business of such subcontractor, and such other information as may be required by the SHERIFF.

CONTRACTOR shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement shall create any contractual relationship between any subcontractor and SHERIFF or any obligation on the part of SHERIFF to pay or to see the payment of any monies due any subcontractor.

The provisions of this Agreement will apply to any subcontractors and their officers, agents and employees performing services pursuant to this Agreement as if it and they were employees of CONTRACTOR; and CONTRACTOR will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and omissions of any subcontractor, its officers, agents, and employees, as if they were employees of CONTRACTOR.

CONTRACTOR will obligate its subcontractors to the same terms and conditions as set forth herein.

The SHERIFF shall have the right to withdraw its consent of any subcontract if it appears to the SHERIFF that the subcontract will delay, prevent, or otherwise impair the performance of CONTRACTOR's obligations under this Agreement. All subcontractors are required to abide by the non-disclosure provisions set forth herein. CONTRACTOR shall furnish to the SHERIFF copies of all subcontracts. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the SHERIFF to any subcontractor hereunder.

INDEPENDENT CONTRACTOR

The parties acknowledge that CONTRACTOR is an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing SHERIFF to exercise control or direction over the manner or method by which CONTRACTOR or its subcontractor perform hereunder. SHERIFF shall neither have nor exercise any control or direction over the methods by which the CONTRACTOR shall perform its work and functions other than as provided in this Agreement. No party shall have the authority to bind the other or otherwise incur liability on behalf of the other, unless otherwise agreed to in writing

between CONTRACTOR and SHERIFF.

NON-DISCLOSURE

CONTRACTOR's Confidential Information shall not be disclosed by SHERIFF to any third party except as permitted under this Agreement, or as required by law subject to compliance with the procedure set forth in this Article.

Except upon prior written approval of the SHERIFF and except as required by law, CONTRACTOR and its subcontractors shall not furnish or disclose to any person or organization, (a) any reports, studies, data, or other information provided by, or obtained from the SHERIFF in connection with the services performed under this Agreement, (b) any reports, studies, recommendations, data or other information relating to, or made or developed by CONTRACTOR or its subcontractors in the course of the performance of such Services hereunder, or (c) the results of any such services performed.

If either party is confronted with legal action or believes applicable law requires it to disclose any portion of the other party's information protected hereunder, that party shall promptly notify and assist the other (at the other party's expense) in obtaining a protective order or other similar order, and shall thereafter disclose only the minimum of the other party's Confidential Information that is required to be disclosed in order to comply with the legal action, whether or not a protective order or other order has been obtained.

The parties acknowledge that a breach of the provisions of this Article ____ will result in immediate irreparable harm to the aggrieved party, and the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive or other equitable relief.

Information shall not be considered to be Confidential Information if it: (i) was independently developed by a party; (ii) becomes known to either party, without restriction, from a third party; or (iii) is required by law to be disclosed, subject to compliance with the procedure set forth below.

The provisions of this Article shall remain in full force and effect and enforceable even after the expiration of this Agreement.

WORK PRODUCT

All work product and all deliverables provided by CONTRACTOR to SHERIFF shall be owned by SHERIFF, along with all proprietary rights pertaining thereto. This Agreement shall be considered to be a work for hire agreement. To the extent that this Agreement should be deemed to not be a work for hire agreement, CONTRACTOR agrees to, and hereby does, assign to SHERIFF all ownership and all other proprietary rights, including intellectual property rights, in and to all work product and Deliverables. CONTRACTOR agrees to execute any documents necessary to document such assignment. Additionally, CONTRACTOR shall acquire no rights in any property or information of SHERIFF or licensors of SHERIFF, except as otherwise expressly provided in this Agreement.

PAYMENT AND PERFORMANCE BOND

CONTRACTOR shall provide to SHERIFF a One Hundred Percent (100%) performance and payment bond, in a form approved by the SHERIFF's Risk Management Division, executed by a surety insurer registered to do business in the State of Florida, subject to the approval of the Secretary of the State of Florida, to guarantee the faithful performance of this Agreement. This bond shall be kept in full force and effect throughout the life of this Agreement. The surety company must be rated no less than "A-" as to

management and no less than Class "VI" as to financial strength. The amount of the required bond shall not exceed five percent (5%) of the reported policy holders surplus as reported in the latest (1989 or later) edition of Best's Day rating Guide, published by Alfred M. Best Company, Inc.

PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Without written consent of the SHERIFF, CONTRACTOR shall not:

- a. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the SHERIFF, or the work being performed hereunder, unless CONTRACTOR first obtains the written approval of the SHERIFF; and
- b. CONTRACTOR and its employees, agents, representatives, subcontractors and suppliers will not represent, directly or indirectly, that any of CONTRACTOR's products, goods or services have been approved or endorsed by the SHERIFF.

INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

CONTRACTOR shall comply with the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations, as applicable.

MISCELLANEOUS

CONTRACTOR shall comply with all statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided herein.

In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.

The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction be construed more severely against one of the parties than the other.

The construction, validity and performance of this Agreement will be governed by the laws of the State of Florida, without regard to, or application of, choice of law rules or principles. Venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida.

In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein", "hereof", "hereunder", and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or Article where they appear, unless the context otherwise requires.

Whenever reference is made to an Article of this Agreement, such reference is to the Article as a whole, including all of the subsections of such Article, unless the reference is made to a particular subsection or subparagraph of such Article.

Should a dispute arise between the parties under or relating to this Agreement, each party agrees that prior to initiating any formal proceeding against the other (except for the seeking of injunctive relief), the parties will each designate a representative for purposes of resolving the dispute. If the parties' representatives are unable to resolve the dispute within ten (10) calendar days, either party may, upon written notice to the other party, require that the dispute be submitted to more senior representatives of each party ("Senior Representatives"). The Senior Representatives of each party shall meet as soon as possible to negotiate in good faith to resolve the dispute.

All provisions of this Agreement relating to confidentiality, non-disclosure, indemnity and insurance shall survive the expiration or termination of this Agreement.

CONTRACTOR shall obtain all necessary permits and licenses required to provide the services contemplated herein.

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

The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

This Agreement may be fully executed in _____ (___) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

Most Favored Customer Pricing: Signature of this contract by the CONTRACTOR shall act as a representation and warranty that the wage rates and/or costs and/or materials used to determine the compensation provided for in this contract, are accurate, complete and current as of the date of the contract. During the term of this contract, prices for the goods and services required under this contract and offered to BSO must be the equal to or lower than those offered the most favorable customer of CONTRACTOR for similar quantities under comparable terms and conditions. When requested by the BSO's contracting officer or representative, the CONTRACTOR must show that the prices offered to BSO match or are less than those offered the CONTRACTOR'S most favored customers for those quantities under those terms and conditions, and such pricing data must be available for review by BSO throughout the term of the contract. Any price reductions offered to other CONTRACTOR's customers must be offered to the BSO if similar item quantities are involved

Cost/Price Reduction: During the term of this contract, BSO reserves the right to negotiate price reductions for any good or service being purchased. During the term of this contract, BSO expects the CONTRACTOR to continually seek to improve production and performance processes and method, and to report on these efforts to BSO. Additionally, price reductions may be sought by the BSO as a result of changes in market conditions, industry trends and indexes, or in cost/price indexes, and their impact on the supplier's cost elements or overall cost. The BSO may terminate this contract for convenience if it feels price reductions are warranted, but the parties cannot reach an agreement on such price reductions.

Key Personnel: To the extent that this agreement or related state of work for services to be performed by CONTRACTOR'S key personnel, those services must be performed by the personnel identified in the

CONTRACTOR'S proposal to perform them unless substitutes have been approved in writing by BSO. Use of junior personnel, even under key personnel supervision (for example, associates or student workers), is not authorized unless they are identified in the CONTRACTOR'S proposal by name or position, with a description of their duties. This agreement may be terminated if the key personnel named in the CONTRACTOR'S proposal become unavailable for any reason. If the unavailability of key personnel is not the fault of the CONTRACTOR, BSO may terminate by giving notice of termination. The CONTRACTOR will be paid for service performed up to the date of termination. If BSO finds that the CONTRACTOR is at fault for the unavailability of key personnel, the agreement may be terminated for default.

RLI#18007IC EXHIBIT 1

FREIGHTLINER M2 106 WITH OPTIONS-Specifications

CONFIGURATION SUMMARY

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-16M	M2 PRL-16M (EFF:04/25/17)		
Data Version			
DRL-003	SPECPRO21 DATA RELEASE VER 003		
Interior Convenience/Driver Retention Package			
055-002	INTERIOR CONVENIENCE PACKAGE		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,759	3,503
004-219	2019 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-006	RESCUE AND EMERGENCY SERVICE		
A84-1EV	EMERGENCY VEHICLES BUSINESS SEGMENT		
AA4-011	FIXED LOAD COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 9880.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 12000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 21880.0 lbs		

Data Code	Description	Weight Front	Weight Rear
Truck Service			
AA3-024	AMBULANCE BODY		
A88-99D	EXPECTED TRUCK BODY LENGTH : 16.0 ft		
AF3-999	CUSTOM MFR'S/BODY TYPE IDENTIFICATION		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-22A	CUM B6.7 260EV HP @ 2400 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM, R/F/E/		
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
99D-012	2008 CARB EMISSION CERTIFICATION - EXEMPTED VEHICLE; NO CLEAN IDLE LABEL REQUIRED		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
133-004	ONE PIECE VALVE COVER		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1CE	LN 12V 320 AMP 4962PA PAD MOUNT ALTERNATOR	10	
292-058	(3) ALLIANCE MODEL 1031, GROUP 31, 12 VOLT MAINTENANCE FREE 2280 CCA THREADED STUD BATTERIES	40	20
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		

Data Code	Description	Weight Front	Weight Rear
282-042	LH BATTERY BOX MOUNTED AS FAR AFT AS POSSIBLE, NO GREATER THAN 60 INCHES BACK OF CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-039	GVG, FIRE AND EMERGENCY SERVICE VEHICLES ENGINE WARNING		
128-1AR	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH, ACTIVATES STOP LAMPS		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-007	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND DASH MOUNTED SINGLE REGENERATION REQUEST/INHIBIT SWITCH		
239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
233-017	STANDARD CURVE BRIGHT UPPER STACK(S)		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-999	DEF UNDER CAB-AMBULANCE CONFIGURATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD		
273-035	HORTON HT650 FRONTAL AIR ON/OFF ENGINE FAN CLUTCH		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		

Data Code	Description	Weight Front	Weight Rear
118-001	FULL FLOW OIL FILTER		
266-078	950 SQUARE INCH ALUMINUM RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

342-1KD	ALLISON 3000 EVS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
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Transmission Equipment

343-330	ALLISON VOCATIONAL PACKAGE 197 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL EVS		
84B-003	ALLISON VOCATIONAL RATING FOR FIRE TRUCK/EMERGENCY VEHICLE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		

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Page 4 of 4

Data Code	Description	Weight Front	Weight Rear
84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE		
84N-000	NEUTRAL AT STOP - DISABLED, FUELSense - DISABLED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
84V-998	TCU-DIRECTION CHNG,NOT CONFIGURED		
84M-998	TCU-PUMP MODE OPTION NOT CONFIGURED		
85B-998	TCU-RANGE INDICATION NOT CONFIGURED		
353-065	VEHICLE INTERFACE WIRING CONNECTOR WITH BLUNT CUTS, AT BACK OF CAB		
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1A5	DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES		
403-026	FIRE AND EMERGENCY SEVERE SERVICE, NON-ASBESTOS FRONT LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-003	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS		
536-050	TRW THP-60 POWER STEERING		
539-003	POWER STEERING PUMP		

Data Code	Description	Weight Front	Weight Rear
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
620-062	10,000# TAPERLEAF FRONT SUSPENSION		
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
62H-998	NO FRONT SUSPENSION SPRING BRACKET OPTIONS		
629-004	FRONT SWAYBAR	60	
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1C6	DETROIT DA-RS-17.5-2 17,500# R-SERIES SINGLE REAR AXLE		-170
421-478	4.78 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-079	MXL 16T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	-20	-20
393-998	NO DRIVELINE GUARD		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-025	FIRE AND EMERGENCY SEVERE SERVICE NON-ASBESTOS REAR BRAKE LINING		
434-005	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		
426-074	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE		
Rear Suspension			
	LIQUID SPRING PREP PACKAGE		
Brake System			
018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		

Data Code	Description	Weight Front	Weight Rear
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-001	STANDARD AIR SYSTEM PRESSURE PROTECTION AND 85 PSI PRESSURE PROTECTION FOR AIR HORN(S)		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-086	BW AD-9SI BRAKE LINE AIR DRYER WITH HEATER		
479-012	AIR DRYER MOUNTED UNDER HOOD		
460-008	STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL		
46A-023	(1) 1730 CUBIC INCH AIR HORN TANK, 85 PSI PRESSURE PROTECTED INLET WITH CHECK VALVE AND QUICK DISCONNECT FITTING	20	25
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
477-006	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)		

Trailer Connections

296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME	5	5
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
30L-998	NO HIGH CURRENT TRAILER/BODY CABLE		

Wheelbase & Frame

545-442	4425MM (174 INCH) WHEELBASE		
546-094	9/32X3-7/16X10-1/16 INCH STEEL FRAME (7.14MMX255.6/0.281X10.06 INCH) 80KSI	-60	-10
552-042	1950MM (77 INCH) REAR FRAME OVERHANG		
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-20	80
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 108.45 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 105.45 in		

Data Code	Description	Weight Front	Weight Rear
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 280.39		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 108.45 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 94.08 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 96.27 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AR	THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-017	GRADE 8 THREADED HEX HEADED FRAME FASTENERS INSTALLED WITH BOLT HEADS ON OUTSIDE OF FRAME		
489-998	NO TIRE PRESSURE CONTROL/SENSOR		
Fuel Tanks			
204-998	NO LH FUEL TANK	-60	-20
230-043	40 GALLON/151 LITER RECTANGULAR STEEL FUEL TANK - BETWEEN RAILS		160
218-005	RECTANGULAR FUEL TANK(S)		
215-009	PAINTED FUEL TANK(S), PAINTED STRAPS WITH RUBBER ISOLATORS		
231-004	FUEL TANK(S) MOUNTED BETWEEN RAILS AFT OF REAR AXLE	10	155
664-001	PLAIN STEP FINISH		
205-060	LH SIDEFILL FUEL TANK PREP CAP		
122-1J2	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER	-5	
216-001	SINGLE SUCTION AND RETURN FUEL LINES		
20E-001	AUXILIARY FUEL SUPPLY AND RETURN PORTS		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
847-002	IN TANK FUEL LEVEL SENDER(S)		

Data Code	Description	Weight Front	Weight Rear
Tires			
093-0BN	MICHELIN XZE 255/70R22.5 16 PLY RADIAL FRONT TIRES	-34	
094-0BN	MICHELIN XZE 255/70R22.5 16 PLY RADIAL REAR TIRES		-68
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-1EF	ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT 5.79 INSET ALUMINUM DISC FRONT WHEELS	-50	
505-1EF	ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-100
524-001	POLISHED FRONT WHEELS; OUTSIDE ONLY		
525-001	POLISHED REAR WHEELS; OUTSIDE OF OUTER WHEELS ONLY		
50W-998	NO RIM/WHEEL TIRE PRESSURE SENSOR		
52M-004	FORCEMATCH TIRE/WHEEL RUNOUT CHECK/MARK AND STATIC BALANCING - ALL TIRES/WHEELS		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
682-050	WALK THROUGH OPENING IN BACK OF CAB WITHOUT BOOT		
650-009	RUBBER CAB MOUNTS		
678-018	LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
690-002	TUNNEL/FIREWALL LINER		
727-1B0	DUAL 25 INCH ROUND STUTTER TONE HOOD MOUNTED AIR HORNS	8	
726-002	DUAL ELECTRIC HORNS		
728-002	DUAL HORN SHIELDS		

Data Code	Description	Weight Front	Weight Rear
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
302-047	LED AERODYNAMIC MARKER LIGHTS		
311-019	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS		
294-046	OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING WITH SEPARATE STOP/TURN WIRES TO 4 FEET BEYOND END OF FRAME		-5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-016	DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES		
768-998	NO REAR WINDOW	-20	
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
663-013	TINTED WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
707-1AK	OPAL GRAY VINYL INTERIOR		
706-016	MOLDED DOOR PANEL WITH UPPER VINYL INSERTS		
708-016	MOLDED DOOR PANEL WITH UPPER VINYL INSERTS		
772-006	BLACK MATS WITH SINGLE INSULATION		
691-014	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS AND ADDITIONAL CENTER COMPARTMENT WITHOUT NETTING		

Data Code	Description	Weight Front	Weight Rear
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
860-004	SMART SWITCH EXPANSION MODULE		
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
689-803	PREP KIT FOR CUSTOMER INSTALLED AUXILIARY HEATER, PLUMBING FROM ENGINE TO BACK OF CAB WITH SHUTOFF VALVES		
170-015	STANDARD HEATER PLUMBING		
724-001	AUXILIARY HEATER PLUMBING		
130-036	(1) DENSO HEAVY DUTY AND (1) SANDEN COMPACT REFRIGERANT COMPRESSORS	20	
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-011	DOMED DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
756-1E7	SEATS INC 911 UNIVERSAL SERIES HIGH BACK AIR SUSPENSION DRIVER SEAT WITH NFPA 1901-2009 COMPLIANT SEAT SENSOR	50	
760-1E7	SEATS INC 911 UNIVERSAL SERIES HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH NFPA 1901-2009 COMPLIANT SEAT SENSOR	40	15
759-002	INBOARD DRIVER AND PASSENGER SEAT ARMRESTS		
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-023	GRAY VINYL DRIVER SEAT COVER WITH GRAY CORDURA CLOTH BOLSTER AND HEADREST		
761-022	GRAY VINYL FRONT PASSENGER SEAT COVER WITH GRAY CORDURA CLOTH BOLSTER AND HEADREST		
763-105	NFPA 1901-2009 HIGH VISIBILITY ORANGE SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		

Data Code	Description	Weight Front	Weight Rear
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls			
732-003	WOODGRAIN DRIVER INSTRUMENT PANEL		
734-003	WOODGRAIN CENTER INSTRUMENT PANEL		
87L-003	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-070	ENGINE REMOTE INTERFACE WITH PRESET FAST IDLE		
163-004	ENGINE REMOTE INTERFACE CONNECTOR IN ENGINE COMPARTMENT		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
746-1B4	AM/FM/WB WORLD TUNER RADIO WITH CD PLAYER, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		

Data Code	Description	Weight Front	Weight Rear
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-998	NO VEHICLE PERFORMANCE MONITOR	-5	
8D1-998	NO DETROIT CONNECT SERVICES SELECTED		
8Z1-998	NO ZONAR SERVICES SELECTED		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
264-014	(2) FOOT SWITCHES: (1) OFFICER AIR HORN AND (1) DRIVER AIR HORN		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
869-998	NO MISCELLANEOUS GAUGES		

Design

065-000	PAINT: ONE SOLID COLOR		
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Color

980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
98K-998	NO FUEL TANK CABINET PAINT		
963-003	STANDARD E COAT/UNDERCOATING		

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
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Secondary Factory Options

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Data Code	Description	Weight Front	Weight Rear
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TOTAL VEHICLE SUMMARY

Weight Summary

Factory Weight ⁺	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	6054 lbs	3665 lbs	9719 lbs
Total Weight ⁺	6054 lbs	3665 lbs	9719 lbs

Extended Warranty

- WAG-010 TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING
COVERAGE \$550 CAP FEX APPLIES
- WBB-330 TC3 MD MODERATE 5YEAR/100.000 MILES
EXTENDED TRUCK COVERAGE. FEX APPLIES

Freightliner TYPE I - Current Model Year CONVERSION ONLY

Freightliner M2 106 Standard Cab Chassis

EMERGENCY & EXTERIOR LIGHTING & SIREN OPTIONS

Warning & Intersection Lights, Wig-Wag

Chrome Flashes for M2

Chrome Flashes for M6 or M7

Custom Lightbars

Note: Strobe Bars Require Power Supply / Custom Lightbars:

Whelen Mini-Freedom, (2), Angle Mounted on Cab Roof. All Clear Lenses. (1) Angle mounted on street side cab roof, as outboard as possible, as far forward as possible (1) Angle mounted on curb side cab roof, as outboard as possible, as far forward as possible. White lights to be disabled in park / neutral

Whelen Tracer Lighting System (12" Sections) between front of module and

rear wheels and rear of module each side. Function to include alternate red/white

activation with emergency warning priority and all white activation with any component

door or curb side door open

Directional Sticks

Whelen AL8 LED 8 Light Traffic Advisor

Whelen LED W/Clear lens

00 L, , Outboard on Au Condensor Module Front
00 L, All or 1/2 Clr Center on Au Condensor Module Front
M L, 3 Front, 2 Clear, 8 Module Sides
M A, A, A Clear Clear Module at Window Level
M, Clear
M A, A, A Clear Clear Module at Window Level
M6 Clear Front grille of Ca
M6 L, Clear 2 Clear Lower Module Mic Plate
M Clear Ca Intersection
M L, Clear Clear Module above AL8
M L, B, A, B, A A, A Clear, Center Clear Module
Add Any Light to Interior of Door
Couple Flash Pattern to set L's

Scene Lights

F C S teta Ma S A260 20 B
Brace rail to M6 air
Turn to M6 air
Reverse to M6 air

Siren & Speakers

Whelen Howler
M6 Turn Lights w/Chrome Flashes on Front of Mod Air
Brace Override in L Lights Air
Techniques 1 L Str Light in all Compartments forward and aft of door.
Whelen Mota Bea 6 B C. Synced to each other.
Whelen WS2 SLSC1
M rear scene lights
A Clear M's at rear windows wired as flashing lights, with turn signal override
A Clear Whelen OS flashing lights on interior of rear facing doors

Inverters, Chargers, Batteries, Shorelines & Outlets

anner Inverter Conditioner Inverter on with Switch in M^{12V}. efault off.
uss aul Auto ect Shoreline u^{12V} 20 A Module ear^{12V}
Shoreline Indicator at Shoreline Module ear^{12V}

Outlets & Interior Lighting

110 Outlet, Additional er Outlet
12 C Outlet, Ci^{12V}ar Style, Additional er Outlet nition ot
SB Outlet
ower oor Loc^{12V} Control ead
ower oor Loc^{12V} er oor
Whelen ound L^{12V} o^{12V}eli^{12V}hts w/Chro^{12V}e Flan^{12V}e
Additional o^{12V}e Li^{12V}ht A^{12V}bve cur^{12V}side entry door ste^{12V}well

Switches & Secure

idden Switch in rill for oor Loc^{12V}s ie Ca^{12V} and Module Loc^{12V}s o^{12V}ether^{12V}

Pre-wires, Radios, Intercom, & Clocks

All radio hardware to e Motorola co^{12V}lati^{12V}le
re^{12V}Wire round for adio,
wo adio S^{12V}ea^{12V}ers in atient Co^{12V} art^{12V}ent
olu^{12V}e Control for ear S^{12V}ea^{12V}ers Mounted in Action Area
Car^{12V}on Mono^{12V}ide Monitor
A^{12V} WI^{12V} ey^{12V} ad for ower oor Loc^{12V} Syste^{12V}

ELECTRICAL

Mu^{12V} lectrical Syste^{12V} in ca^{12V} and action area

V-Mux Options

e^{12V}erse Ca^{12V}era ied into M^{12V} Screen
O² Sensor for M^{12V} Syste^{12V} e^{12V}quires Orderin^{12V} M^{12V}
terior e^{12V} erature eadout
A^{12V} eter eadout

HVAC Systems

anhardt 110 Cool O^{12V}L^{12V} nit With lenti^{12V} and ucts.
ro Air ducted syste^{12V} 12 volt A/C unit with heater
orcold 1. cu^{12V}ic feet efri^{12V}erator Streetside^{12V}
Au^{12V}iliary Condenser

Mirrors, Hind-Sight, Backup Camera, & Spotlights

ind i^{12V}ht Sonar Bac^{12V}u^{12V} Assist

Additional Electrical Options & Special Instruction

Automatic Clock on rear wall.
 Hidden Intech clock
 MMS OMS:
 Rear module and rear post side warning lights to activate when unit placed in reverse.
 Center rear amber light flashes with warning lights and when unit is in gear
 All rear amber lights: Center rear amber is on warning light switch.
 Amber lights to come on when ignition on and unit in neutral. Paralle set. Disable when placed in gear.
Auto Secondary, Neutral Safety, Custom
 Auto automatically shut off the following lights when vehicle transmission is placed in gear: center white light, and white lights in light bars on ca roof.
 Circuit still sets the warning light switch secondary override. The secondary override switch is for the center white light.
 White lights in light bars will stay off until vehicle is placed back into gear.
Automatic Secondary, Neutral, W/ Switch
 Auto secondary to shut off center white light, grille lights, and 2 front intersection lights, when vehicle is placed in neutral.
 Rear 12 volt AC to come on full cool and high fan when truck is started
 Super Auto Elect, 20 amp, Red, cover rear of module.
 Housing Function Label Both engraved placards
 Super Auto Elect, 20 amp, Blue cover
 For 110 vac system module to be installed on rear module,
 Outlet, 110 AC, 20 amp, Red, rear wall at foot of SB, 2 in action wall
 Outlet, 110 AC, 16" Power Strip in A/A,
 Outlet, Circuit, Ignition switch hot. Connect to 110 vac outlets in action wall, 1 in right wall,
 2 Center console, Pass side, facing dash, 1 on driver side of console.
 Master switch hot in center console for spotlight
 Outlet, Dual SB Port, 20C, 2.1A outlet, Located on the passenger side of the center console. 1 Front console facing dash, right side low, 1 in action area.
 Power Source, 12 DC, 20 A Ignition hot behind driver seat
 Power Source, 12 DC, 30 A
 Ignition hot, to terminate in center console, at Pass Bars, hot and ground
 Constant hot, to terminate behind Str's A/A, w/6 foot tails hot and ground
 Ignition hot, to terminate behind Str's A/A, w/6 foot tails hot and ground
 Power Source, 12 DC, 30 A
 Constant hot, to terminate in center console, at Pass Bars, hot and ground
 Buss Bars, Position, 2 each inside cab console, for 30 amp power source
 Lubrication Meters, Bore, Labeled
 Install antennas: 1 from ca roof to passenger seat, 1 from left front corner of pod roof to passenger seat, 1 S antenna from ca roof to front console.
 Custom radio cables: 1 service panel to passenger seat, 1 front console to passenger seat
 Mount custom radios heads: 1 front console, 1 action area, 1 trunk mount behind passenger seat.
 Rear Auto Elect Access Panel
FireCo system per drawings 2 cables in pod. Hard wired
 Aluminum brush guard for reverse camera
 2 minute timer for check out lights

INTERIOR OPTIONS

Doors, Locks, & Latches

Location Interior Cabinetry size and design to be determined at pre-build.
Southco Stainless Steel Latches,

Counter Tops

Spec'd Color Finish in Sil Stone Monitor Shelf Countertop
Swivel Bracket for L12 or L11
Stainless Steel Counter top with 1 1/2" vertical lip

Sharps, Waste, & Drawers

Sharps Waste Drawer Cur side per drawings
Drawer for General Storage Cur side per drawings

Grab Rails & Bars, Armrests

Additional Bra Rail Over Squad Bench
12" Stainless Bra Rail Handle Side entry door
Bra Bar Yellow

Insulation & Sound Deadening

3M Sound Deadening on Back of Interior Compartments, roof, floor, walls and all doors

INTERIOR OPTIONS

Additional Headroom, Crawl Through (Type I),

Custom Headroom. Fill in height 74"
Crawl through to Cab, Type I 32" Wide

Additional Interior Options

Yellow Fluorescent lighting. Installed per Fire Escape directions

Center Console for cab to be aluminum, size and design to be determined at pre-build.

Cabinet at head of bench, size and design to be determined at pre-build.

Side entry door to be moved as far forward as possible on cur side, design to be determined at pre-build.

Center Attendant seat with cot location to be determined at pre-build.

horizontal AAC mounted at angle in bulkhead

Stainless steel cot plates

1 1/2" lip on right wall counter to see drawing

AAC cabinets must accommodate 12 x 12 x 1 intake filter

Interior Street Side Cabinet under or cold defrator, size and design to be determined at pre-build.

6" Oracal Chevrons on entry door lip plates

Cupper mats on all cabinet shelves

dry deck on floor of left wall cabinets

SS thresholds in all lower compartment door ways

EXTERIOR OPTIONS

Custom Body Size, Compartments, Doors & Door Window

Body Length 186"
Additional Exterior Compartment, Separate OSS Compartment
Compartment Over Wheel Well w/rollout drawer
Change Exterior Compartment Size
Double Door on Exterior Compartment
Dry Ice All Compartments and shields

Shelves & Dividers to be full high (See drawing)

Adjustable Shelving Unit in Exterior Compartment w/One Shelf 12"x30" wide
Adjustable Shelving Unit in Exterior Compartment w/One Shelf 30"x8" wide
Additional Shelf in Exterior Compartment 12"x30" wide
Additional Shelf in Exterior Compartment 30"x8" wide
Aluminum Backboard Divider with Backboard strap

Rear Bumpers & Entry Steps (See drawing)

Flip-up Rear Step Bumper, Aluminum Center Section
Smooth Aluminum Bumpers 3"
Rear Sirt Line 6" from Right Rear Wheel to Right Front Corner. Add 2nd Entry Step Both sides
Fixed shelf 12" from top with screwed on removable panel
Shall have 2 separate compartments and doors. Location upper shall have single door and will house 110 components inverter. Door shall be location
Normally no lower location. Lower compartment to house oxygen and shall be connected to lower loc's.
Storage for four (3) SCBA bottles at bottom floor.
Two SCBA bracket, angled, for Scott 00 SI cylinder. Two (2) Model SC000 SF bracket with
Two Model CS strap on Two Model ABS angled bracket. Mount
Angled brackets for above
12" x 12" Unit In Backboard brackets. Mounted final inspection

EXTERIOR OPTIONS

Rub Rail, Tow Hooks, Mud Flaps, Chains

Reflective tape in Quotaail FILL IN COLOR WHITE
Stainless Steel Fuel Guard
Roller Front Stone Guards
Quarter Fenderettes
Divider Fixed Shelf

EXTENDED WARRANTIES

Provide extended warranties offered on mod.

Additional Exterior & Miscellaneous Options & Special Instructions

Gas struts on 3 door
Triangular compartment for three tanks aft of right rear wheel with painted door to match.
Rear floor side to be determined at rebuild.
Roller door shall have a shield for roller.

Anchor 3x36 strap for above

Cast aluminum vent

EXTERIOR OPTIONS

PAINT OPTIONS

Painted Black/Cast Body Including Door Jamb Black FLA 011
Paint Color, FLA 308
Wet Sand Buff
Paint chips to be submitted for approval prior to work in completed

Pinstripe

6" Oracal reflective Chevron, Two Colors
6" Oracal reflective Chevron on Rear Doors, Two Colors

Additional Paint Options & Special Instructions
Broward County graphics to match existing units
Color of module shall be painted white and not visible from ground.
Chevrons below rear doors

Question and Answers for Bid #18007IC - ALS TRANSPORT UNITS, ACCESSORIES AND EQUIPMENT

Overall Bid Questions

Question 1

#1 2.7 Award

2.7.1 1)How will BSO choose the proposer that is most qualified to do the work? The RLI states that BSO will award to the proposer that BSO determines to be most qualified. (At their sole discretion) To be fair to all vendors, please state the parameters against which all proposers will be measured.

2)Will the Proposer that meets the BSO specifications at the lowest price be awarded the contract?

3) Please share the brands of ALS transport units that will not be acceptable to the BSO selection committee.

4) Please share the brands of ALS transports units that are acceptable to the BSO selection committee.

(Submitted: Jan 12, 2018 7:53:23 AM EST)

Question 2

can we please postpone the presentation date for the short list because of the conflict with the FSA meeting.

(Submitted: Jan 12, 2018 4:11:13 PM EST)