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Sheriff Scott Israel

18M-133

**DATE:** May 8, 2018

**MEMO TO:** Colonel Tom Harrington, Department of Administration

**THROUGH:** Ronald M. Gunzburger, General Counsel/Exec. Director
Office of the General Counsel

**THROUGH:** Terrence O. Lynch, Senior Assistant General Counsel
Office of the General Counsel

**FROM:** Stephen Muffler, Assistant General Counsel
Office of the General Counsel

**SUBJECT:** Agreement for Execution: Strobes-R-Us, Inc. ("Contractor") (18C-058)

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Enclosed for your electronic signature, please find Agreement between BSO and the following:

**Agreement Summary**

| | |
|---|---|
| Parties: | Strobes-R-Us, Inc. |
| Purpose: | Contractor to provide services of Supplying and Installing and/or Repairing and/or Replacing Emergency Equipment for Public Safety Vehicles of the BSO Fleet |
| Consideration: | The quote/estimate shall be based upon the rates set forth in Exhibit B. Including the bundling rates identified as Attachment A consisting of 7 consecutive pages within Exhibit B. |
| Term: | The initial term of this Agreement shall be three (3) years commencing nunc pro tunc on May 10, 2018 and expiring on May 9, 2021, unless otherwise extended or terminated in accordance with the terms of this Agreement.<br><br>BSO shall have the right to renew this Agreement for two (2) successive, one (1) year periods upon providing Contractor with written notice of its intent to renew at least thirty (30) calendar days prior to the end of the then current term upon the same terms and conditions contained herein.. |
| Special Conditions: | BSO shall have the right to terminate this Agreement without cause by providing Contractor with thirty (30) calendar days written notice.<br><br>In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, BSO may provide Contractor with thirty (30) days written notice of termination. |
| Approved by: | Colonel Tom Harrington, Department of Administration<br>Major Jonathan Appel, Department of Administration<br>Neesa Warlen, Director, Purchasing Administration<br>Auret Gil, Manager, Purchasing Administration<br>Scott Barnett, Fleet Manager, Fleet Control |

SM/sg
Enclosures

# AGREEMENT
# BY AND BETWEEN
# SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY, FLORIDA
# AND
# STROBES-R-US, INC.
# FOR EMERGENCY EQUIPMENT FOR VEHICLES
# FOR BROWARD SHERIFF'S OFFICE

THIS AGREEMENT is entered into this 7th day of May, 2018 by and between the SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY, FLORIDA (hereinafter referred to as "BSO") and STROBES-R-US, INC. a Florida corporation, authorized to do business in the State of Florida with its principal place of business at 2681 Hammondville Road, Pompano Beach, Florida 33069 (hereinafter referred to as "CONTRACTOR").

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

**WHEREAS**, BSO issued RFP #18006AG (attached hereto and marked as Exhibit A) requesting proposals for Supplying and Installing and/or Repairing and/or Replacing Emergency Equipment for Public Safety Vehicles (hereinafter referred to as "Services"); and

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

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

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

## SECTION I
## DEFINITIONS

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

1.1 **Agreement** means this document and the exhibits attached hereto.

1.2 **Facility(ies)** means the CONTRACTOR facilities that are used by CONTRACTOR to provide the services set forth herein.

1.3 **BSO** shall mean the duly elected and qualified Sheriff of Broward County, Florida.

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

1.5 **Contractor** shall mean Strobes-R-US, Inc. and its successors and assigns.

1.6 **Fleet** shall mean all of the DLE/Administration/Detention Fleet and the Fire Rescue Fleet vehicles, trucks, buses and other miscellaneous vehicles and/or vessels. Notwithstanding the forgoing and at the option of BSO, Fleet shall also include vehicles owned or operated by U.S. Marshall's Office (approximately 11 vehicles) and Attorney General's Fraud Unit (approximately 60 vehicles) or any other law enforcement or governmental entity that BSO currently has a memorandum of understanding or agreement in effect now or in the future pertaining to shared use of vehicle's or vehicles' maintenance, repair or towing of vehicles.

1.7 **Rework** shall be defined as any services provided to BSO that is deemed unacceptable and thus must be returned to the CONTRACTOR for the purposes of

making corrections to the satisfaction of BSO.

## SECTION II
## TERM

2.1 The initial term of this Agreement shall be three (3) years commencing *nunc pro tunc* on May 10, 2018 and expiring on May 9, 2021, unless otherwise extended or terminated in accordance with the terms of this Agreement.

2.2 BSO shall have the right to renew this Agreement for two (2) successive, one (1) year periods upon providing CONTRACTOR with written notice of its intent to renew at least thirty (30) calendar days prior to the end of the then current term upon the same terms and conditions contained herein.

## SECTION III
## OBJECTIVES AND PERFORMANCE STANDARDS

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

a. Provide the highest quality of Services and products to ensure the safety of BSO's employee at the most cost effective manner possible;

b. Ensure that Services are completed in accordance with local, state and federal mandated safety requirements;

c. Accomplish all Services with maximum productivity, high quality of work and minimum use of labor, parts and materials;

d. Provide the best value in terms of the quality and timely performance of Services;

e. Provide a technically competent, highly productive workforce that receives vigorous training to maintain their competency and establishing the highest degree of professionalism and business ethics when dealing with BSO's employees, subcontractors and vendors;

f. Obtain high quality parts at the least possible cost to minimize overall BSO fleet costs and keep annual contract costs within budgeted limits;

g. Maintain an open communication with BSO's Contract Administrator and staff;

h. Establish and/or maintain a safety program that meets the highest industry standards;

i. Quickly respond to problems and perform personalized services that exceeds the best industry standards;

j. Maintain sufficient qualified staff in sufficient numbers to ensure that Services are performed in a timely manner;

k. Perform Services in such a manner that all work is planned and scheduled, if time permitting, to ensure minimum BSO vehicle downtime;

l. CONTRACTOR shall at all times coordinate and communicate with BSO on all Services and their status including explaining all delays, parts status, supplies of parts available and service issues.

3.2 CONTRACTOR shall meet all performance standards set forth herein. In the event BSO determines that CONTRACTOR consistently fails to meet and maintain the performance standards, BSO reserves the right to terminate this Agreement upon

thirty (30) days prior written notice to CONTRACTOR or sublet Services to other vendors.

3.3 The omission of any standard regarding the Services to be provided hereunder shall be regarded as meaning that only the best commercial practice shall apply and that only material and workmanship of the finest quality shall be used.

3.4 The Services performed by CONTRACTOR under this Agreement may, at the option of BSO, be extended to providing the same Services at the same consideration rates to the U.S. Marshall's Office and/or the Attorney General's Fraud Unit or any other law enforcement agency or governmental entity that BSO has a memorandum of understanding with now, or in the future.

## SECTION IV
## NON-EXCLUSIVE AGREEMENT

4.1 The parties hereby acknowledge and agree that this is a non-exclusive agreement, and that BSO reserves the unilateral and unconditional right to procure the Services from other vendors. BSO makes no guarantee or representation as to any minimum or maximum quantity of vehicle Services that will be required of CONTRACTOR under this Agreement.

4.2 CONTRACTOR, at the request of BSO, may submit a written quote/estimate for Services on a specific vehicle or group of vehicles, in a format determined by BSO. The quote/estimate shall be based upon the rates set forth in Exhibit B, which is attached and incorporated herein. Notwithstanding the forgoing, CONTRACTOR may, at CONTRACTOR'S option, quote lower rates than those identified in Exhibit B, but not quote increased rates above those identified in Exhibit B. BSO shall evaluate the quote/estimate received by the CONTRACTOR and other vendors under contract with BSO to provide Services. BSO reserves the right to reject all quotes/estimates. In the event BSO accepts CONTRACTOR'S quote/estimate, such quote/estimate shall serve as a basis in determining the consideration to be

paid to CONTRACTOR for that specific vehicle or group of vehicles. The parties agree that the terms and conditions stated herein along with the CONTRACTOR'S quote/estimate for a specific vehicle shall serve as a binding agreement with regards to the work to be done on such vehicle or group of vehicles.

4.3 Upon consent of the CONTRACTOR, any governmental entity, agency or municipality within the State of Florida may utilize this Agreement to make purchases under the same pricing, terms and conditions of this Agreement with the development of their own contract or agreement ("Piggybacking"). In such cases of Piggybacking, all purchases made by other governmental entities pursuant to the terms and conditions of this provision and this Agreement, shall be transactions between the CONTRACTOR and the other governmental entity and BSO shall not be responsible for any such purchases.

## SECTION V
## SCOPE OF SERVICES

5.1 NORMAL HOURS OF OPERATION: CONTRACTOR will provide its own Facility(ies) and supplies and equipment and personnel and shall provide Services under this Agreement during the minimum following times: 8:30 a.m. – 5:30 p.m., Monday through Friday, 8:00 a.m. – 2:00 p.m. Saturday.

5.2 CONTRACTOR will provide Services for SHERIFF's vehicles in accordance with BSO's RFP #18006AG, which is attached as Exhibit A and incorporated herein and CONTRACTOR'S Proposal to RFP #18006AG which is attached as Exhibit B and incorporated herein, to include, but not necessarily be limited to, the following:

a. Estimate Requirements: All estimates shall be in writing based upon the rates set forth in Exhibit B, which is attached and incorporated herein. CONTRACTOR shall prepare a preliminary estimate for Services of vehicle(s) within one (1) business day from delivery to CONTRACTOR'S

facility or request from BSO. Notwithstanding the forgoing, CONTRACTOR may, at CONTRACTOR'S option, quote lower rates than those identified in Exhibit B, but not quote higher rates to BSO. All payments shall be made in accordance with the Section "VI" of this Agreement. All estimates shall indicate labor rate and labor hours; parts cost by component, and approximate time frame for completion. The CONTRACTOR shall submit the estimate to the BSO'S Contract Administrator. BSO must approve, in writing, all work/Service orders before CONTRACTOR performs the Services. In the event work is completed prior to BSO Contract Administrator's written approval, BSO will not be obligated to pay CONTRACTOR for such Services. With or without notice, BSO may inspect any vehicle delivered for Services or any of CONTRACTOR'S facility(ies).

b. Supplements: Supplemental estimates, additional cost of Services from hidden conditions beyond the original estimate, will be reviewed on a case-by-case basis and limited to maximum of ten percent (10%) of the original estimate. If BSO determines that the CONTRACTOR has excessive number of supplemental estimates, CONTRACTOR may be held in material breach of this Agreement by BSO.

c. Reporting of Turn Around Time: CONTRACTOR shall state in the Service estimate, the total turn around time for completion of Service for each vehicle. CONTRACTOR shall provide at the end of each Service completion on each vehicle, a detailed listing of the work performed and equipment supplied, and hours worked. No markup or administrative fee, stocking or restocking fees will be added to the cost of parts or special order parts under this Agreement other than those rates specifically identified in Exhibit B attached hereto.

d. Reporting Quarterly: CONTRACTOR shall furnish the BSO with quarterly reports showing the dollar amount for the total work performed within that

quarter and a list of all vehicles receiving Services within the quarter. All reports must include a listing of all BSO serviced in that quarter to include a breakout of parts, labor, sublets, supplements and any instillations or decommission work or rework or repairs. CONTRACTOR will provide other reports as requested by BSO.

e. Cleanliness of Vehicles: CONTRACTOR shall use best efforts to ensure that the vehicles are returned to BSO only after the vehicles are cleaned on the interior of the body shop dust, washed and vacuumed.

f. Parts and Materials: CONTRACTOR shall not be entitled to any markups on any parts and materials charged to BSO with the exception of those prices identified in Exhibit B attached hereto, if any. BSO reserves the right to review and audit CONTRACTOR'S original parts invoices anytime during this Agreement and benchmark these prices against other comparable market pricing and if such benchmarking reveals overpricing by CONTRACTOR for parts charged to BSO, then BSO shall be entitled to a credit or refund of the difference upon demand. BSO reserves the right to supply CONTRACTOR with new or used OEM parts to be used on BSO vehicles. CONTRACTOR shall be required to conduct thorough parts sourcing activities in order to supply BSO with the lowest cost for quality parts that are reasonably obtainable. CONTRACTOR shall keep in stock for BSO, at CONTRACTOR'S cost, expense and risk, sufficient number of commonly used parts and equipment normally and routinely used by BSO at the CONTRACTOR'S Facility(ies) to limit any delays in delivering Services to BSO and to reduce any waiting time for shipment of needed parts and equipment.

g. Road Testing: Only if necessary, CONTRACTOR shall conduct a road or appropriate operations test on all vehicles and equipment CONTRACTOR will ensure that the vehicles and equipment are safe to operate prior to being

returned to BSO for service. CONTRACTOR shall sufficiently temporally cover the emergency lights and SHERIFF badge, logo and SHERIFF markings while a vehicle is being test driven to avoid the public from viewing such markings. CONTRACTOR shall not operate emergency lights or audible emergency equipment unless necessary to establish the working functionality of the same and may do so only off public streets and away from public viewing. Only licensed and properly insured drivers shall operate vehicles when being test driven. CONTRACTOR is solely liable for any and all damages and/or losses whatsoever to BSO'S vehicle and property during said test drives.

h. Materials: The materials, parts and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to ridged examination and standardization. All parts and equipment installed by CONTRACTOR in/on BSO vehicles must be new and not used or after-market. Items not meeting these requirements shall be replaced at no cost to BSO upon due notice of deficiency.

i. Transporting of Vehicles: The CONTRACTOR shall be responsible for all transportation of the BSO vehicles to/from BSO vehicle storage sites located at: i) The empty unpaved lot immediately north of the Paul Rein Detention Facility which is located 2421 N.W. 16th Street, Pompano Beach Florida 33309; and ii) the paved parking lot immediately north of the Joseph V. Conte located at 1351 N.W. 27th Avenue, Pompano Beach Florida 33069 (Collectively referred to herein as the "BSO Storage Site") CONTRACTOR shall burden the risk of loss or damage to the vehicles and all liability relating to the operation of said vehicles: a) while the vehicles are in the care, custody and control of the CONTRACTOR; b) while the vehicles are being operated by the CONTRACTOR; c) while the CONTRACTOR is transferring the vehicles to/from the BSO Storage Site and the CONTRACTOR'S

Facility(ies).

j. Quality Assurance: CONTRACTOR shall design, (subject to BSO approval), and implement a Quality Assurance Program for the Services rendered under this Agreement.

k. Cost Containment: Both parties acknowledge that BSO's cost containment is a critical component of this Agreement. Both parties further acknowledge that BSO has a fixed budget allocation for Fleet maintenance, and has a limited ability to suppliant the Fleet budget to accommodate cost overruns. Both parties will actively strive to manage expenditures. CONTRACTOR shall be an active participant in helping to control costs under this Agreement. CONTRACTOR will use its best efforts to control all costs, fees, charges, and expenses charged to BSO under this Agreement and will actively seek out the lowest possible price points for all Services offered to BSO and pass along the savings to BSO during the entire term of this Agreement, and any extensions thereto.

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

## 5.3 REPLACED PARTS

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

parts must be held in a secure location for investigation or other purposes.

5.4 ENVIRONMENTAL/SAFETY

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

5.5 EMERGENCY/NATURAL DISASTER

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

5.6 TOWING SERVICE

Upon request by BSO, CONTRACTOR shall provide towing services for BSO vehicles and equipment in Miami Dade, Broward or Palm Beach County to CONTRACTOR'S facility when said vehicle is inoperable as determined at the discretion of BSO and in need of Services. The cost of any BSO vehicle that is

being towed from one of BSO'S service centers or to a subcontractor will be invoiced to BSO by CONTRACTOR, at no more than thirty-five ($35.00) per tow.

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

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

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

## SECTION VI
## CONSIDERATION/INVOICING

### 6.1 CONSIDERATION

The consideration payable by BSO to the CONTRACTOR for Services rendered

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

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

6.2 <u>MONTHLY INVOICE</u>

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

a. BSO purchase order number
b. The date of the report
c. Cost of labor
d. Cost of subcontractor services
e. Number of Cost of supplements
f. Contract serial number

g. BSO vehicle identification number
h. Vehicle identification number
i. Total number of reworks
j. Total labor rates with labor hours
k. Work order number
l. Description of work performed and reason for repair
m. Detail itemized parts listing and pricing and serial numbers of parts
n. Vehicle Assigned Location (example: station, district or department).

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

6.3 END OF YEAR INVOICE:

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

6.4 EXPENSES.

Except as otherwise provided herein, CONTRACTOR shall be fully and solely

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

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

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

## SECTION VIII
## HIDDEN DAMAGE OR CONDITIONS

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

## SECTION IX
## REWORK

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

9.2 CONTRACTOR should track and identify Rework utilizing it's approved automated fleet management system and shall not include in the monthly statement, any costs for Reworks occurring less than the scheduled time after the original repair. In the

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

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

## SECTION X
## LIABILITY/INDEMNIFICATION

10.1 CONTRACTOR shall, at all times hereafter, indemnify, hold harmless (and, at the option of BSO'S counsel, defend or pay for an attorney selected by BSO'S counsel to defend) the Broward Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County, and their officers, agents, employees and commission members from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the negligent or wrongful acts or omissions of CONTRACTOR, its officers, agents, employees, servants, independent contractors or subcontractors in the performance of this Agreement or the Services rendered by CONTRACTOR.

10.2 CONTRACTOR shall inform BSO in advance of planned actions and/or conduct related to CONTRACTOR'S handling of any such action or claim. BSO shall inform CONTRACTOR of any known restrictions, defenses or limitations which may arise or exist by reason of BSO being a governmental entity.

10.3 BSO shall not be liable for and CONTRACTOR agrees to indemnify BSO against any liability resulting from injury or illness, of any kind whatsoever, to

CONTRACTOR'S employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.

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

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

10.6 CONTRACTOR shall be responsible for any loss or damage to BSO vehicles, equipment or property from acts of theft, burglary, or vandalism, while such vehicles, equipment and property are in CONTRACTOR'S care, custody or control or while such vehicles, equipment and property are in the CONTRACTOR'S employees', agents', representatives', or subcontractors' care custody or control. If the loss or damage to a vehicle, regardless of the location of the vehicle, results from theft or mishandling of that vehicle keys in CONTRACTOR'S possession, then CONTRACTOR shall be liable for such loss or damage to the vehicle.

## SECTION XI

## DIRECT DELIVERY OF VEHICLES DIRECTLY TO FACILITIES

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

(a) accept a dealer's "drop ship" or direct ship vehicles to CONTRACTOR'S Facility(ies);

(b) check in, inspect and sign on behalf of BSO each "drop ship" vehicle to CONTRACTOR'S facility; and

(c) If any issues are identified with a vehicle, CONTRACTOR shall immediately notify BSO and BSO will follow up with the selling dealer to determine a course of action.

## SECTION XII
## CONTRACTOR'S EMPLOYMENT & STAFFING LEVEL RESPONSIBILITY

12.1 Any person(s) utilized by CONTRACTOR to fulfill the terms and conditions of this Agreement shall be deemed agents, subcontractors, servants, or employees of CONTRACTOR, not of BSO.

12.2 Accordingly, CONTRACTOR shall be responsible for assuming all employment related costs and expenses including, but not limited to, the cost of contributions to pension funds, insurance premiums, workers compensation funds (Chapter 441, FSA), or other CONTRACTOR provided employee fringe benefits.

12.3 CONTRACTOR shall adopt working conditions that meet all local, state, and federal laws, statutes, ordinances, codes, rules, and regulations.

12.4 CONTRACTOR'S staffing level for this Agreement shall be adequate to provide the services contemplated herein. CONTRACTOR shall provide EVT certified installers and technicians. CONTRACTOR shall keep and maintain all personnel and manufacturing certifications mentioned in Exhibit B.

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

13.1 LOCATION OF SERVICE

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

13.2 FACILITY COMPLIANCE

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

13.3 FACILITY SAFETY & SECURITY

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

## SECTION XIV
## EQUIPMENT, TOOLS, AND FURNITURE

14.1 CONTRACTOR, at its cost, shall be responsible for equipping the CONTRACTOR'S facility(ies) with all equipment, tools and supplies necessary for CONTRACTOR to

efficiently perform the Services described herein.

14.2 CONTRACTOR will be responsible for the cost of the upkeep, repair, replacement, and purchase of the Facility(ies)' equipment, tools, and furniture necessary to perform the highest level of service in a timely manner. Additionally, CONTRACTOR and will pay for any and all parts and accessories needed to maintain the equipment, tools and furniture in proper working condition and good running order.

## SECTION XV
## PERMITS, TAXES, AND LICENSES

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

## SECTION XVI
## INSURANCE

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

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

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

Organization endorsement, or similar endorsement to the liability policies.

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

16.5 Waiver of Subrogation – CONTRACTOR agrees by entering into this agreement to a Waiver of Subrogation, against the Broward Sheriff's Office and Broward County for each required policy herein. When required by the insurer, or should a policy condition not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

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

a. Workers' Compensation Insurance. CONTRACTOR shall carry Worker's Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than $500,000 for each accident, $500,000 for each disease, and $500,000 for aggregate disease.

b. Commercial General Liability Insurance. CONTRACTOR shall carry Commercial General Liability Insurance with limits of not less than two

million ($2,000,000) dollars per occurrence combined single limit for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and cross liability. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

c. Employee Fidelity Coverage: Coverage A – CONTRACTOR shall carry Employee Fidelity with minimum limit of One Million Dollars ($1,000,000).

d. Business Automobile Liability Insurance. CONTRACTOR shall carry Business Automobile Liability insurance with minimum limits of one million ($1,000,000) dollars per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include coverage for any damage or loss caused by CONTRACTOR when operating or storing or repairing BSO vehicles.

e. Garage Keepers Liability Insurance: CONTRACTOR must carry Garage Keepers Liability insurance policy or policies for los covering perils of fire, vandalism, theft, and damage to tow vehicles in the amount of no less than one million dollars ($1,000,000.00) and to

include loss of use of BSO's property. Additionally, CONTRACTOR shall carry Garage Keepers Legal Liability insurance of not less than Two Hundred and Fifty Thousand Dollars ($250,000.00) per occurrence.

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

16.7 CONTRACTOR shall provide BSO'S Director of Risk Management and BSO'S Contract with a copy of the Certificate of Insurance and endorsements evidencing the types of insurance and coverages required by this Section prior to award of the contract, and, at any time thereafter, upon request by the BSO.

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

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

AND

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

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

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

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

16.12 Payment. If any of the insurance policies required under this Article above lapse during the term of this Agreement or any extension or renewal of the same, Contractor shall not receive payment from BSO until such time that BSO has received satisfactory evidence of reinstated coverage of the types and coverages specified in this Article that is effective as of the lapse date. BSO, in its sole discretion, may terminate the Agreement immediately and no further payments shall be due to Contractor.

## SECTION XVII
## WASTE & DISPOSAL OF PARTS

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

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

## SECTION XVIII
## INSPECTION OF WORK

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

## SECTION XIX
## WARRANTY

CONTRACTOR shall warrant and guarantee work performed by CONTRACTOR or its subcontractors as follows:

a. All parts installed by CONTRACTOR on/in BSO vehicles shall be covered by original equipment manufacturer's or reseller's warranties and said warranties shall name BSO as the owner and holder of such warranties when possible.

CONTRACTOR will take all steps in facilitating the naming BSO as the owner and holder of all such warranties;

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

c. CONTRACTOR shall provide any repeat repairs/work that is required and that falls within the warranty period at no additional labor, parts, administrative fees or subcontractor charge to BSO; and

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

## SECTION XX
## REPORTING / RECORDS

20.1 CONTRACTOR shall provide BSO's authorized representatives access, at reasonable times, to all electronic and hard data-copy books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memorandum of every description, pertaining to the work under this Agreement for the purpose of auditing and verifying costs of the work performed, upon prior notice to CONTRACTOR. CONTRACTOR shall generate any and all reports, records and documentation requested by BSO's Contract Administrator(s).

20.2 CONTRACTOR will maintain its current digital and computerized files and system tracking each vehicle by its Vehicle Identification Number (VIN) and make/model

and service dates, which shall include color photographs of the vehicles and equipment/repairs, documenting all repairs and Services rendered to all vehicles and allow BSO access or copies of the same upon BSO at no additional cost or expense. Said digital and computerized files and system shall be backed up automatically no less than once every twenty four hours and stored in a separate "mirror image", duplicate server or data storage device at all times. Said digital and computerized files and system shall be preserved at least for ten (10) years after the rendering of the Services to each vehicle.

20.3 CONTRACTOR shall maintain a complete file of service manuals, service bulletins, charts and other such information needed to properly render Services to BSO's Fleet. A hard copy history folder shall be maintained by CONTRACTOR for each BSO vehicle and piece of equipment. This folder will contain, in chronological order, all work orders generated on the vehicle. The folder shall also contain the vehicle's make, model, year and VIN along with invoice information.

20.4 CONTRACTOR agrees to retain all financial books, records, and other documents relevant to this Agreement for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer.

20.6 If CONTRACTOR'S books, records and other documents relevant to the services provided by CONTRACTOR pursuant to this Agreement are not sufficient to support and document that such services were provided, BSO shall notify CONTRACTOR in writing of the unsubstantiated services and BSO has the option of either adjusting any future invoice submitted by CONTRACTOR by the amount of the unsubstantiated services or to require repayment of the unsubstantiated amount by CONTRACTOR'S issuance of a check payable to BSO.

20.7 If at any time it is determined by BSO that a cost for which payment has been made is a disallowed cost, BSO shall notify CONTRACTOR in writing of the disallowance

which shall be at the option of BSO either to adjust any future invoice submitted by CONTRACTOR by the amount of the disallowance or to require repayment of the disallowed amount by CONTRACTOR.

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

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

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

(a) Keep and maintain public records required by BSO to perform the services contracted for in this Agreement.

(b) Upon request from BSO, BSO'S designee or BSO'S custodian of public records-,

provide BSO or designee with a copy of the requested records or allow the records to be inspected or copied, at BSO or designee's sole option, within a reasonable time at no cost to BSO.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to BSO.

(d) Upon completion of the contract, transfer, at no cost, to BSO all public records in possession of CONTRACTOR or keep and maintain public records required by BSO to perform the services contracted for in this Agreement, at BSO'S sole option. If the CONTRACTOR transfers all public records to BSO upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records.

(e) All public records stored electronically by the CONTRACTOR pertaining to the services contracted for in this Agreement must be provided to BSO, upon request from the BSO, or BSO'S designee or BSO'S custodian of records, designee, in a format that is compatible with the information technology systems of BSO.

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

**Erin_Foley@sheriff.org OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE AT (954) 831-8920.**

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

## SECTION XXI
## MEETINGS

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

## SECTION XXII
## ANNUAL PERFORMANCE REPORT

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

## SECTION XXIII
## INDEPENDENT CONTRACTOR

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

## SECTION XXIV
## SUBCONTRACTING

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

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

## SECTION XXV
## TERMINATION

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

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

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

25.4 Immediate Termination by BSO. BSO, in its sole discretion, may terminate this agreement immediately upon the occurrence of any of the following events:

- CONTRACTOR'S violation of the Public Records Act;
- The insolvency, bankruptcy or receivership of CONTRACTOR;
- CONTRACTOR'S violation or non-compliance with Section XXX, Civil Rights Requirements ; or
- CONTRACTOR'S failure to maintain insurance in accordance with Section XVII, Insurance.

25.5. Neither the termination nor the expiration of this Agreement shall relieve CONTRACTOR, or its employees from their contractual duty and ethical obligation to provide or arrange for services under this Agreement until the date of termination.

25.6 Notwithstanding any other provisions of this Agreement, CONTRACTOR'S duty to indemnify and defend BSO as set forth herein shall survive the termination or expiration of this Agreement.

## SECTION XXVI
## WAIVER

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

## SECTION XXVII
## SURVIVORSHIP OF BENEFITS

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

## SECTION XXVIII
## ENTIRE AGREEMENT

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

## SECTION XXIX
## SEVERABILITY

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

## SECTION XXX
## CIVIL RIGHTS REQUIREMENTS

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

30.2 CONTRACTOR shall not discriminate on the basis of race, age, religion, color, gender, national origin, sexual affinity, sexual orientation, sexual identity, marital

status, or physical or mental disability.

30.3 CONTRACTOR agrees that compliance with this Section constitutes a condition to this Agreement, and that it is binding upon CONTRACTOR, its successors, transferees, and assignees for the period during which services are provided. CONTRACTOR will ensure that all subcontractors, are not in violation of the terms of this Section.

## SECTION XXXI
## CONFIDENTIALITY

31.1 To the extent permitted by law, CONTRACTOR shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of BSO, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description, except for information necessary to properly render Services under this Agreement and to the BSO Fleet. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of BSO, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this agreement. CONTRACTOR acknowledges that a breach of this confidentiality will cause irreparable injury to BSO, that the remedy at law for any such violation or threatened violation will not be adequate and that BSO shall be entitled to temporary and permanent injunctive relief.

31.2 It is acknowledged by the parties that certain property owned by BSO is sensitive in nature and requires concerted efforts by the CONTRACTOR to insure that the sensitive nature of such property is not compromised. Vehicles designated by BSO as unmarked, and/or surveillance vehicles shall be serviced by the CONTRACTOR. CONTRACTOR shall insure that the confidential and sensitive nature of these vehicles (and the BSO personnel operating them), including, but not limited to, the

special equipment inside the vehicles, is maintained by CONTRACTOR, its employees and subcontractors. CONTRACTOR'S employees and subcontractors providing services pursuant to this Agreement will be required to sign the confidentiality agreement, which is attached hereto as Exhibit D. Security by the CONTRACTOR shall include, but not be limited to:

a. Not discussing these vehicles, (except on site where it pertains to the Services under this Agreement).
b. Prohibiting handling and tampering with special machinery, tools and equipment of any kind.
c. Insuring that the integrity of vehicle/truck technicians and other staff and subcontractors is maintained at all times.
d. Prohibiting the photographing or recording of such vehicles (except to the extent necessary to document the Services rendered to the vehicle in accordance with section 20.2 of this Agreement) and/or their BSO operators
e. Prohibiting the photographing, recording or revealing any BSO employee operating undercover, unmarked vehicles .

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

## SECTION XXXII
## PUBLIC ENTITY CRIMES ACT

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

in termination of this Agreement and may cause CONTRACTOR debarment.

## SECTION XXXIII
## DRUG-FREE WORKPLACE

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

## SECTION XXXIV
## ASSIGNMENT

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

## SECTION XXXV
## NOTICE

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

Notices shall be addressed as follows:

To BSO:
Fleet Manager
Sheriff's Office of Broward County
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

With copy to:

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

To CONTRACTOR:
Tomer R. Hanina
2681 Hammondville Road
Pompano Beach, Florida 33069

## SECTION XXXVI
## AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA

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

## SECTION XXXVII
## MISCELLANEOUS

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

37.2 In the event either party brings an action against the other to enforce any conditions

or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.

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

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

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

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

37.7 The parties agree for purposes of this Agreement, the Agreement may be executed

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

**[Signature page to follow]**

**SERVICE AGREEMENT FOR EMERGENCY EQUIPMENT FOR VEHICLES BY AND BETWEEN SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY FLORIDA AND STROBES-R-US, INC.**

**CONTRACTOR: STROBES-R-US, INC.**

Authorized Representative Tomer Hanina

Date: 5-7-2018

EIN # 202790506

**BSO**

**SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY, FLORIDA**

DocuSigned by:

By: C80E260D200D408... Date: 5/8/2018 | 23:25 PM EDT

Colonel Tom Harrington, Executive Director

Department of Administration

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

DS SM

DocuSigned by:

By: B0198CC71CB644F... Date 5/8/2018 | 17:45 PM EDT

Ronald M. Gunzburger, General Counsel/Executive Director

EXHIBIT A

BSO RFP #18006AG

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

Sheriff Scott Israel

## RFP # 18006AG
## Emergency Equipment for Vehicles for Broward Sheriff's Office

## Auret Gil

# Bid 18006AG
## Emergency Equipment for Vehicles for Broward Sheriff's Office

| | |
|---|---|
| Bid Number | 18006AG |
| Bid Title | Emergency Equipment for Vehicles for Broward Sheriff's Office |
| Bid Start Date | In Held |
| Bid End Date | Mar 1, 2018 3:00:00 PM EST |
| Question & Answer End Date | Feb 20, 2018 3:00:00 PM EST |
| Bid Contact | Auret Gil<br>954-831-8173<br>Auret_Gil@sheriff.org |
| Bid Contact | Sandra Kent<br>954-327-8716<br>Sandra_Kent@sheriff.org |
| Contract Duration | **3 years** |
| Contract Renewal | 2 annual renewals |
| Prices Good for | **120 days** |

Bid Comments

**The Broward Sheriff's Office (BSO) will receive formal sealed Proposals and Statement of Qualifications and Experience for "Emergency Equipment for Vehicles for Broward Sheriff's Office" until 3:00 p.m. on March 1, 2018.**
**All communications regarding this solicitation must be submitted through Bidsync.**
**Responses to this solicitation will be accepted through Bidsync only. Proposals submitted by mail, e-mail, fax, etc. will not be accepted.**
**Scope of the services to be provided and submittal format is detailed in the Request for Proposals (RFP) document. Insurance is required.**
**This RFP will result in an Open-End Contract. No guarantee is expressed 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.**
**At BSO's sole discretion, BSO will award this RFP to the Proposer(s) that BSO determines is the best qualified to perform the services.**
**Attachment A Alternative or Equivalent Bundled Product Price Sheet and Attachment B Proposer's Current and Past Contracts over the last 8 years must be download and completed. Once completed it must be uploaded to Bidsync with your response.**

### Item Response Form

| | |
|---|---|
| Item | 18006AG--01-01 - PATROL DODGE CHARGER SETUP |
| Quantity | **200 each** |
| Unit Price | |

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
**Qty** 200

**Description**
Quantities are estimated for the year. Quantities are not guaranteed.
If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.
Patrol Dodge Charger Setup must include the following: (Pricing must include price for all parts and labor)
WHELEN LOW PROFILE LEGACY DUO COLOR LIGHTBAR FULL SIZE ON ROOF
CENCOM **Carbide System** SIREN WITH FULL TOUCHPAD
HORN TRANSFER FOR SIREN
SECONDARY SIREN AMP FOR DUAL TONE FUNCTION
2 LED'S IN TRUNK LID TO SHOW WHEN TRUNK IS OPEN
80 AMP WATERPROOF CIRCUIT BREAKER
TREMCO ANTI THEFT DEVICE
REAR DECK 8 POD WARNING AND ARROW STICK
GO RHINO PUSH BUMPER
2 WHELEN SLIMLINE SPEAKERS MOUNTED TO PUSH BUMPER
6 POD STICK ON PUSH BUMPER FACING FORWARD WARNING ONLY
2 DUAL LED LIGHTS MOUNTED VERICALLY ONE ON EACH SIDE OF PUSH BUMPER
UPGRADE UNITY SPOTLIGHT BULB TO LED
FULL CONSOLE WITH:
ARM REST TO HOLD PENTAX/BROTHER PRINTER
WIRE POWER AND USB CABLE AND PENTAX PRINTER INTO ARM REST AREA
COMPUTER MOUNT TO CONSOLE WITH TILT/SWIVEL MOTION DEVICE
HAVIS UNIVERSAL LOCKING TRAY FOR COMPUTER
THREE OUTLET CIGAR PLUG ON CONSOLE
DUAL CUP HOLDER
SHUTDOWN TIMER TO SUPPLY POWER TO CIGAR PLUGS AND PRINTER
PRE-WIRE 14/2 WHIP TO CENTER CAGE ARE FOR FUTURE GUN LOCK &PROGRAM SIREN
ACTIVATE HEADLIGHT FLASHER
ACTIVATE TAIL LIGHT FLASHER
PRO-GARD FRONT PARTITION WITH UNDERSEAT PROTECTORS AND RECESS PANEL
REAR ABS SEAT
DISABLE REAR WINDOW SWITCHES
DISABLE REAR DOOR LOCKS
PAIR OF REAR WINDOW BARS
SIREN PROGRAMMED FOR DUAL TONE FUNCTIONS PER BSO FLEET
LIGHTBAR PROGRAMMED FOR DUAL COLOR FUNCTIONS PER BSO FLEET

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Item **18006AG--01-02** - PATROL FORD INTERCEPTOR SUV SETUP

Quantity **200 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
**Qty** 200

**Description**
Quantities are estimated for the year. Quantities are not guaranteed.
If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.
Patrol Ford Interceptor SUV setup must include the following:
WHELEN LOW PROFILE LEGACY DUO COLOR LIGHTBAR FULL SIZE ON ROOF

CENCOM **Carbide System** SIREN WITH FULL TOUCHPAD
HORN TRANSFER FOR SIREN
SECONDARY SIREN AMP FOR DUAL TONE FUNCTION
2 LED'S IN SIDE CARGO WINDOWS
80 AMP WATERPROOF CIRCUIT BREAKER
TREMCO ANTI THEFT DEVICE
REAR WINDOW 6 POD WARNING AND ARROW STICK
GO RHINO PUSH BUMPER
2 WHELEN SLIMLINE SPEAKERS MOUNTED TO PUSH BUMPER
6 POD STICK ON PUSH BUMPER FACING FORWARD WARNING ONLY
2 DUAL LED LIGHTS MOUNTED VERICALLY ONE ON EACH SIDE OF PUSH BUMPER
UPGRADE UNITY SPOTLIGHT BULB TO LED
FULL CONSOLE WITH:
ARM REST TO HOLD PENTAX/BROTHER PRINTER
WIRE POWER AND USB CABLE AND PENTAX PRINTER INTO ARM REST AREA
COMPUTER MOUNT TO CONSOLE WITH TILT/SWIVEL MOTION DEVICE
HAVIS UNIVERSAL LOCKING TRAY FOR COMPUTER
THREE OUTLET CIGAR PLUG ON CONSOLE
DUAL CUP HOLDER
SHUTDOWN TIMER TO SUPPLY POWER TO CIGAR PLUGS AND PRINTER
PRE-WIRE 14/2 WHIP TO CENTER CAGE ARE FOR FUTURE GUN LOCK &PROGRAM SIREN
HIGH BEAM WIG WAG FLASHER
2 LED'S INTO EXISTING HEADLIGHT KNOCKOUT AREA (86P PACKAGE)
2 HIDE A WAY LED'S IN REAR TAIL LIGHTS
PRO-GARD FRONT PARTITION WITH UNDERSEAT PROTECTORS AND RECESS PANEL
PRO-GARD REAR CARGO BARRIER
ABS SEAT REPLACES REAR OEM SEATS
DISABLE REAR WINDOW SWITCHES
DISABLE REAR DOOR LOCKS
PAIR OF REAR WINDOW BARS
LOCK BOX WITH RISER STAND IN REAR CARGO AREA
SIREN PROGRAMMED FOR DUAL TONE FUNCTIONS PER BSO FLEET
LIGHTBAR PROGRAMMED FOR DUAL COLOR FUNCTIONS PER BSO FLEET

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| | |
|---|---|
| Item | **18006AG--01-03** - UNDERCOVER DETECTIVE SEDAN SETUP |
| Quantity | **100 each** |
| Unit Price | |
| Delivery Location | **Broward Sheriff's Office**<br>Fleet<br>2001 NW 31st Ave.<br>Ft. Lauderdale FL 33311<br>**Qty** 100 |

**Description**
Quantities are estimated for the year. Quantities are not guaranteed.
If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

UNDERCOVER DETECTIVE SEDAN SETUP TO INCLUDE THE FOLLOWING: Pricing must include all parts and labor
*(VEHICLE TYPES COULD INCLUDE: FORD TAURUS, CHEVY IMPALA, TOYOTA CAMRY, FORD FUSION, CHRYSLER 200, CHEVY MALIBU )*
WHELEN HHS HAND HELD SIREN
HORN TRANSFER FOR SIREN
2 LED'S IN GRILL (MUST BE TINTED OR SMOKED TO ASSIST IN CONCEALMENT)
2 LED'S ONE ON EACH SIDE DOOR FACING SIDEWAYS
80AMP WATERPROOF CIRCUIT BREAKER
REAR 8 POD WARNING AND ARROW STICK ON REAR DECK
SPEAKER
THREE OUTLET CIGAR PLUG ON PASSENGER SIDE WIRED TO BREAKER WITH 15 AMP FUSE

HIGH BEAM WIG WAG FLASHER
2 LED'S INTO MULTI LAYERED HEADLIGHTS (MUST BE PROPERLY SEALED)
2 LED'S INTO REAR TAIL LIGHT AREA (MUST BE PROPERLY SEALED)
2 DUAL LED'S IN FRONT WINDOW UPPER (ONE ON DRIVER AND ONE ON PASSENGER SIDE)

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Item **18006AG--01-04 - UNDERCOVER DETECTIVE SUV SETUP TO INCLUDE**

Quantity **100 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
**Qty** 100

**Description**
Quantities are estimated for the year. Quantities are not guaranteed.
If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

UNDERCOVER DETECTIVE SUV SETUP TO INCLUDE THE FOLLOWING: Pricing must include parts and labor
( *VEHICLE TYPES COULD INCLUDE: FORD EXPLORER, DODGE DURANGO, CHEVY TRAVERSE, JEEP GRAND CHEROKEE* )
WHELEN HHS HAND HELD SIREN
HORN TRANSFER FOR SIREN
2 LED'S IN GRILL (MUST BE TINTED OR SMOKED TO ASSIST IN CONCEALMENT)
2 LED'S ONE ON EACH SIDE DOOR FACING SIDEWAYS
80AMP WATERPROOF CIRCUIT BREAKER
REAR 8 POD WARNING AND ARROW STICK ON REAR DECK
SPEAKER
THREE OUTLET CIGAR PLUG ON PASSENGER SIDE WIRED TO BREAKER WITH 15 AMP FUSE
HIGH BEAM WIG WAG FLASHER
2 LED'S INTO MULTI LAYERED HEADLIGHTS (MUST BE PROPERLY SEALED)
2 LED'S INTO REAR TAIL LIGHT AREA (MUST BE PROPERLY SEALED)
2 DUAL LED'S IN FRONT WINDOW UPPER (ONE ON DRIVER AND ONE ON PASSENGER SIDE)

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Item **18006AG--01-05 - BASIC FIRE INSPECTOR VEHICLE SETUP TO INCLUDE**

Quantity **50 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
**Qty** 50

**Description**
Quantities are estimated for the year. Quantities are not guaranteed.
If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

BASIC FIRE INSPECTOR VEHICLE SETUP TO INCLUDE

( *VEHICLE TYPES COULD INCLUDE: FORD F-150, F-250, Chevy Silverado1500 & 2500, Dodge Ram 1500* & 2500)
50AMP WATERPROOF CIRCUIT BREAKER
2 LED'S IN GRILL
REAR 8 POD WARNING AND ARROW STICK MOUNTED IN REAR WINDOW OR TOPPER
THREE OUTLET CIGAR PLUG ON PASSENGER SIDE WIRED TO BREAKER WITH 15 AMP FUSE
HIGH BEAM WIG WAG FLASHER

2 LED'S INTO MULTI LAYERED HEADLIGHTS (MUST BE PROPERLY SEALED)
2 LED'S INTO REAR TAIL LIGHT AREA (MUST BE PROPERLY SEALED)
2 DUAL LED'S IN FRONT WINDOW UPPER (ONE ON DRIVER AND ONE ON PASSENGER SIDE)

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Item **18006AG--01-06 - MARKED FIRE VEHICLE WITH LIGHTBAR SETUP**

Quantity **50 each**

Unit Price

Delivery Location **Broward Sheriff's Office**
Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
**Qty** 50

**Description**
Quantities are estimated for the year. Quantities are not guaranteed.
If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

MARKED FIRE VEHICLE WITH LIGHTBAR SETUP TO INCLUDE THE FOLLOWING: (Pricing must include parts and labor)

(*VEHICLE TYPES COULD INCLUDE: FORD F-150, F-250, CHEVY TAHOE*)
WHELEN LOW PROFILE LEGACY DUO COLOR LIGHTBAR FULL SIZE ON ROOF
CENCOM CARBIDE SIREN WITH FULL TOUCHPAD
HORN TRANSFER FOR SIREN
SECONDARY SIREN AMP FOR DUAL TONE FUNCTION
80AMP WATERPROOF CIRCUIT BREAKER
2 LED'S IN GRILL
REAR 8 POD WARNING AND ARROW STICK MOUNTED IN REAR WINDOW OR TOPPER
THREE OUTLET CIGAR PLUG ON PASSENGER SIDE WIRED TO BREAKER WITH 15 AMP FUSE
HIGH BEAM WIG WAG FLASHER
2 LED'S INTO MULTI LAYERED HEADLIGHTS (MUST BE PROPERLY SEALED)
2 LED'S INTO REAR TAIL LIGHT AREA (MUST BE PROPERLY SEALED)
FULL CONSOLE WITH:
ARM REST COMPUTER MOUNT WITH TILT/SWIVEL MOTION DEVICE
HAVIS UNIVERSAL LOCKING TRAY FOR COMPUTER
GO RHINO PUSH BUMPER
2 WHELEN SLIMLINE SPEAKERS MOUNTED TO PUSH BUMPER
6 POD STICK ON PUSH BUMPER FACING FORWARD WARNING ONLY
2 WHELEN DUAL LED LIGHTS MOUNTED VERICALLY ONE ON EACH SIDE OF PUSH BUMPER

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Item **18006AG--01-07 - WHELEN ENGINEERING**

Quantity **1 each**

Percentage

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

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

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

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

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Item **18006AG--01-08 - CODE 3 PSE**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
**Qty** 1

**Description**

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Item **18006AG--01-09 - ECCO/PSE AMBER**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
**Qty** 1

**Description**

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

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Item **18006AG--01-10 - PRO-GARD**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311

Qty 1

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

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Item **18006AG--01-11 - RAY ALLEN**

Quantity **1 each**

Percentage

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

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

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

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Item **18006AG--01-12 - ACE K9**

Quantity **1 each**

Percentage

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

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

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

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Item **18006AG--01-13 - HAVIS SHIELDS**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
**Qty** 1

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

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

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Item **18006AG--01-14 - JOTTO**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
**Qty** 1

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

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

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Item **18006AG--01-15 - SOUNDOFF INC**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
**Qty** 1

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

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

| | |
|---|---|
| Item | **18006AG--01-16 - AMERICAN ALUMINUM** |
| Quantity | **1 each** |
| Percentage | |
| Delivery Location | **Broward Sheriff's Office**<br>Fleet<br>2001 NW 31st Ave.<br>Ft. Lauderdale FL 33311<br>**Qty** 1 |

**Description**

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

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

| | |
|---|---|
| Item | **18006AG--01-17 - TREMCO** |
| Quantity | **1 each** |
| Percentage | |
| Delivery Location | **Broward Sheriff's Office**<br>Fleet<br>2001 NW 31st Ave.<br>Ft. Lauderdale FL 33311<br>**Qty** 1 |

**Description**

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

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

| | |
|---|---|
| Item | **18006AG--01-18 - GO-RHINO** |
| Quantity | **1 each** |
| Percentage | |
| Delivery Location | **Broward Sheriff's Office**<br>Fleet<br>2001 NW 31st Ave.<br>Ft. Lauderdale FL 33311<br>**Qty** 1 |

**Description**

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

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

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Item **18006AG--01-19 - D&R ELECTRONICS**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
**Qty** 1

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

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

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Item **18006AG--01-20 - TROY PRODUCTS**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
**Qty** 1

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

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

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Item **18006AG--01-21 - BOSS STRONG BOX**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
**Qty** 1

**Description**
BSO will apply discounts provided in your RFP to all items listed in the catalog. Proposers are allowed to update their catalog items

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

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

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Item **18006AG--01-22 - TUF-LOC/ESMET**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
**Qty** 1

**Description**

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

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

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Item **18006AG--01-23 - SIGNAL VEHICLE PRODUCTS**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
**Qty** 1

**Description**

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

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

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Item **18006AG--01-24** - WANCO

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311

**Qty** 1

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

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

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Item **18006AG--01-25 - SHO-ME/ABLE 2**

Quantity **1 each**

Percentage

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

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

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

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Item **18006AG--01-26 - BROOKING INDUSTRIES**

Quantity **1 each**

Percentage

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

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

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

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Item **18006AG--01-27 - RAM MOUNT**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
**Qty** 1

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

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Item **18006AG--01-28 - TRUCK VAULT**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
**Qty** 1

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

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Item **18006AG--01-29 - AKRON BRASS/WELDON**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
**Qty** 1

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

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Item **18006AG--01-30 - LIND ELECTRONICS**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
**Qty** 1

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

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Item **18006AG--01-31 - SANTA CRUZ**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
**Qty** 1

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

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

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Item **18006AG--01-32 - TUFFY**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
**Qty** 1

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

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

| | |
|---|---|
| Item | **18006AG--01-33 - SETINA** |
| Quantity | **1 each** |
| Percentage | |
| Delivery Location | **Broward Sheriff's Office**<br>Fleet<br>2001 NW 31st Ave.<br>Ft. Lauderdale FL 33311<br>**Qty** 1 |

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

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

| | |
|---|---|
| Item | **18006AG--01-34 - BROTHERS** |
| Quantity | **1 each** |
| Percentage | |
| Delivery Location | **Broward Sheriff's Office**<br>Fleet<br>2001 NW 31st Ave.<br>Ft. Lauderdale FL 33311<br>**Qty** 1 |

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

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

| | |
|---|---|
| Item | **18006AG--01-35 - FIRE RESEARCH CORP (FRC)** |
| Quantity | **1 each** |
| Percentage | |
| Delivery Location | **Broward Sheriff's Office**<br>Fleet<br>2001 NW 31st Ave.<br>Ft. Lauderdale FL 33311<br>**Qty** 1 |

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

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

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Item **18006AG--01-36 - FEDERAL SIGNAL**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
**Qty** 1

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

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

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Item **18006AG--01-37 - LABOR RATE**

Quantity **1 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
**Qty** 1

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

**PROPOSAL ACKNOWLEDGEMENT FORM**
**RFP # 18006AG**
**Emergency Equipment for Vehicles for Broward Sheriff's Office**

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

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

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

**EXCEPTIONS TO PROPOSAL: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS PROPOSAL TO BE REJECTED BY BSO.**
The following represents every deviation (itemized by number) to the foregoing General Terms and Provisions, the Special Conditions and the Technical Specifications upon which this Proposal is based, to wit:

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

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 ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY 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.**

# SUBMITTAL SECTION

## RFP # 18006AG
## Emergency Equipment for Vehicles for Broward Sheriff's Office

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 RFP.

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

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

1. Date of Incorporation:
2. State of Incorporation:
3. President's Name:
4. Vice President's Name:

5. Secretary's Name:

6. Treasurer's Name:

7. Name and Address of Resident Agent:

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

1. Date of Organization:

2. Name, address and ownership of all partners:

3. State whether a general or limited partnership:

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

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

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

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

G. How long has your company been in business?

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

Broward County Tax Receipt #

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).

State of FL, Div. of Corporations Document #

Date Filed (most recent)

3.3 List other Licenses and include copy with Proposal:

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. 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)

# SCOPE OF SERVICES

1. BACKGROUND:
The Broward Sheriff's Office (BSO), the nation's largest fully accredited full service public safety agency, is seeking proposals from qualified Proposers to provide Emergency Equipment for the Broward Sheriff's Office Vehicles.

This Request for Proposals (RFP) is to firms that provide and install Emergency Equipment for BSO's Vehicles.

2. OVERVIEW:
The Broward Sheriff's Office is soliciting Proposals from qualified Proposers for Emergency Equipment to Broward Sheriff's Office Vehicles. The Proposer's technical proposal presented should address the requirements as well as explain and/or describe additional options, features and benefits of the proposed solution. This RFP establishes a general scope and terms of services that should form the basis of each Proposers' proposal and BSO will tentatively select a successful Proposer based on the submitted proposals. BSO reserves the right to enter into discussions with the tentative awardee to negotiate appropriate tailoring of the selected proposal and negotiate a final set of terms and conditions for this contract. BSO is taking this approach because the nature of the requirements and the varied details concerning how it might be successfully satisfied by different Proposers may necessitate additional clarification.

3. 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.

The specifications set forth herein are for informational purposes and to provide a general description of requirements. Proposers will be responsible to submit a technical Proposal based upon their program that will meet the goals, objectives and requirements set forth herein.

Awarded Proposer will be responsible to set up, maintain and provide all required services as set forth in this RFP.

4. REQUIREMENTS OF THE RFP: Failure to meet the following requirements listed in this Section may result in removing your Proposal from consideration. The following documents should be included in Proposal. Documentation which is not included with Proposal shall be provided within five (5) business days of request by BSO.

**4.1** Financial Stability: Proposer will be stable and financially solvent. **Proposal should include documentation of financial stability, including:**

Three (3) years of Annual Reports and/or Financial Statements. Financial Statements include at a minimum: balance sheets, statements of operations, (and may also include a statement of retained earnings, statements of cash flows and notes) or tax returns which include this data.

These documents should be uploaded to BidSync when submitting your proposal.

The Awarded Proposer warrants that it is not currently nor within the past 12 months been placed on a credit hold with any of its suppliers.

4.2 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.

4.3 Legally authorized to do Business in the State of Florida: Proposer should 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/).

4.4 Company Background and Qualifications: Proposer shall have satisfactorily performed similar scope of services in the past, and have a track record of providing quality, reliable services with a high level of performance while maintaining cost efficiencies.

Proposer must be completely knowledgeable in all aspects of work required for services listed in this RFP.

4.5 Laws, Ordinances, Regulations: Awarded Proposer(s) must comply with all Federal, State and Local laws, ordinances for work required for services listed in this RFP.

4.6. The Awarded Proposer warrants to the BSO that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in a or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this RFP.

5.0 SCOPE OF SERVICES: The Broward Sheriff's Office is seeking proposals from qualified Proposers to provide Emergency Equipment for the Broward Sheriff's Office Vehicles. BSO reserves the right to contract out any piece of the service, or the service as a whole. Proposals in this RFP should include:

## 5.1 GENERAL REQUIREMENTS

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

## 5.2 FACILITIES

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

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

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

## 5.3 OPERATIONS

The installation Facility must be factory authorized to install and service all equipment provided to BSO. The Proposer must be a certified authorized dealer of all the manufacturers being proposed in this RFP. (i.e. Whelen, Motorola, etc.). The Proposer should have EVT certified technicians on staff.

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

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

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

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

Awarded Proposer's Facility should be open at a minimum during normal business hours from 7:30AM to 5:00PM, Monday through Friday excluding holidays or weekends.

Upon completion of vehicle/s, Awarded Proposer will notify BSO Fleet Services at 954-497-1440 to arrange for inspection prior to delivery. Any work not to BSO Fleet Services satisfaction, shall be redone by the Awarded Proposer at no additional charge to BSO.

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

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

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

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

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

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

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

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

Awarded Proposer shall possess all qualifications, and obtain any required licenses and permits to engage in the business required herein prior to contract execution. Proof of these items shall be provided to the BSO.

Awarded Proposers staff who are responsible for configuration of equipment must be familiar with local codes and procedures for safe emergency vehicle siren and light operation.

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

## 5.4 EMPLOYEES OF PROPOSERS

The Awarded Proposers shall use EVTs (Emergency Vehicle Technicians) and Factory certified and trained personnel to ensure that BSO will have experienced, skilled, competent, trained personnel with full working knowledge and troubleshooting skills pertaining to emergency vehicle service and repair. Include with your proposal a list of the current certifications held by your employees.

## 5.5 LAWS

The Awarded Proposers performing work under this contract shall comply with the provisions of all federal, state and local laws, ordinances, rules and regulations that in any way affect the performance of the work under this contract.

## 5.6 REPORTING OF ACCIDENTS

In the event of accidents of any kind to or on BSO property, the Awarded Proposer shall furnish WITHOUT DELAY, copies of all such accident reports to the BSO Fleet Services.

## 5.7 POLICE VEHICLE EQUIPMENT DISCOUNT OFF CATALOG

In the pricing portion of its response, Proposers shall indicate the discount percentage off the manufacturer's list price being offered for the below listed manufacturer's vehicle equipment not included in the below listed bundles.

The BSO will apply the discount provided in your proposal to all items listed in the catalog. Awarded Proposer will be permitted to update their catalog items and pricing once per year. Awarded Proposer is to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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

Include in your Proposal any other manufacturer not listed below and provide the applicable discount.

WHELEN ENGINEERING
CODE 3 PSE
ECCO / PSE AMBER
PRO-GARD
RAY ALLEN
ACE K9
HAVIS SHIELDS
JOTTO
SOUNDOFF INC
AMERICAN ALUMINUM
TREMCO
GO-RHINO
D&R ELECTRONICS
TROY PRODUCTS
BOSS STRONG BOX
TUF-LOC / ESMET
SIGNAL VEHICLE PRODUCTS
WANCO
SHO-ME / ABLE 2
BROOKING INDUSTRIES
RAM MOUNT

TRUCK VAULT
AKRON BRASS / WELDON
LIND ELECTRONICS
SANTA CRUZ
TUFFY
SETINA
BROTHERS
FIRE RESEARCH CORP (FRC)
FEDERAL SIGNAL

## 5.8 INSTALLATION

### 5.8.1 Labor Rate

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

### 5.8.2 Requirements

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

All installations must be properly fused and wired as to the factory specifications set forth by the manufacturer.

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

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

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

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

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

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

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

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

## 5.9 SUB-CONTRACTORS

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

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

## 5.10 STANDARDS

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

**SAE INTERNATIONAL**
**NFPA (National Fire Protection Association)**
**UL (Underwriters Laboratories Inc.)**
**OSHA 1910.95 "Permissible Noise Exposure"**
**Parts are to be either Original Equipment Manufacturer (OEM) or meets OEM standards**

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

## 5.11 PAYMENT/INVOICES

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

Bundled Items
The name of the Bundle Item
The date the vehicle arrived and the date work was completed
VIN

Non-Bundled Items
Parts (individually listed with price)
Labor (broken down by the hour for each task)
The date the vehicle arrived and the date work was completed
VIN

## 5.12 WARRANTY/GUARANTEE

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

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

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

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

## 5.13 PLACING THE ORDER

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

## 5.14 PRODUCT INFORMATION

Product literature, specifications, and technical information, including Manufacturer's Safety Data Sheets (MSDS) should be provided with response as an attachment to the "**RFP FORM**". However, in all cases must be provided within five (5) calendar days upon request from Purchasing Agent.

## 5.15 NEW MERCHANDISE

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

## 5.16 EQUIPMENT BEING REQUESTED ARE AS FOLLOWS:

**PATROL DODGE CHARGER SETUP TO INCLUDE THE FOLLOWING:**

WHELEN LOW PROFILE LEGACY DUO COLOR LIGHTBAR FULL SIZE ON ROOF
CENCOM Carbide System SIREN WITH FULL TOUCHPAD
HORN TRANSFER FOR SIREN
SECONDARY SIREN AMP FOR DUAL TONE FUNCTION
2 LED'S IN TRUNK LID TO SHOW WHEN TRUNK IS OPEN
80 AMP WATERPROOF CIRCUIT BREAKER
TREMCO ANTI THEFT DEVICE
REAR DECK 8 POD WARNING AND ARROW STICK
GO RHINO PUSH BUMPER
2 WHELEN SLIMLINE SPEAKERS MOUNTED TO PUSH BUMPER
6 POD STICK ON PUSH BUMPER FACING FORWARD WARNING ONLY
2 DUAL LED LIGHTS MOUNTED VERICALLY ONE ON EACH SIDE OF PUSH BUMPER
UPGRADE UNITY SPOTLIGHT BULB TO LED
FULL CONSOLE WITH:
ARM REST TO HOLD PENTAX/BROTHER PRINTER
WIRE POWER AND USB CABLE AND PENTAX PRINTER INTO ARM REST AREA
COMPUTER MOUNT TO CONSOLE WITH TILT/SWIVEL MOTION DEVICE
HAVIS UNIVERSAL LOCKING TRAY FOR COMPUTER
THREE OUTLET CIGAR PLUG ON CONSOLE
DUAL CUP HOLDER
SHUTDOWN TIMER TO SUPPLY POWER TO CIGAR PLUGS AND PRINTER
PRE-WIRE 14/2 WHIP TO CENTER CAGE ARE FOR FUTURE GUN LOCK &PROGRAM SIREN
ACTIVATE HEADLIGHT FLASHER
ACTIVATE TAIL LIGHT FLASHER
PRO-GARD FRONT PARTITION WITH UNDERSEAT PROTECTORS AND RECESS

PANEL
REAR ABS SEAT
DISABLE REAR WINDOW SWITCHES
DISABLE REAR DOOR LOCKS
PAIR OF REAR WINDOW BARS
SIREN PROGRAMMED FOR DUAL TONE FUNCTIONS PER BSO FLEET
LIGHTBAR PROGRAMMED FOR DUAL COLOR FUNCTIONS PER BSO FLEET

**PROPOSERS MUST SUPPLY MANUFACTURER PART NUMBERS FOR ALL PARTS LISTED ABOVE INCLUDING INDIVIDUAL PART NUMBERS AND TOTAL LABOR HOURS FOR THE COMPLETE INSTALL. PROPOSERS MUST ALSO INDICATE IF AN ALTERNATIVE PRODUCT IS BEING OFFERED. (IF APPLICABLE COMPLETE ATTACHMENT "A" ALTERNATIVE OR EQUIVALENT BUNDLED PRODUCT PRICE SHEET IN BIDSYNC).**

**PATROL FORD INTERCEPTOR SUV SETUP TO INCLUDE:**

WHELEN LOW PROFILE LEGACY DUO COLOR LIGHTBAR FULL SIZE ON ROOF
CENCOM Carbide System SIREN WITH FULL TOUCHPAD
HORN TRANSFER FOR SIREN
SECONDARY SIREN AMP FOR DUAL TONE FUNCTION
2 LED'S IN SIDE CARGO WINDOWS
80 AMP WATERPROOF CIRCUIT BREAKER
TREMCO ANTI THEFT DEVICE
REAR WINDOW 6 POD WARNING AND ARROW STICK
GO RHINO PUSH BUMPER
2 WHELEN SLIMLINE SPEAKERS MOUNTED TO PUSH BUMPER
6 POD STICK ON PUSH BUMPER FACING FORWARD WARNING ONLY
2 DUAL LED LIGHTS MOUNTED VERICALLY ONE ON EACH SIDE OF PUSH BUMPER
UPGRADE UNITY SPOTLIGHT BULB TO LED
FULL CONSOLE WITH:
ARM REST TO HOLD PENTAX/BROTHER PRINTER
WIRE POWER AND USB CABLE AND PENTAX PRINTER INTO ARM REST AREA
COMPUTER MOUNT TO CONSOLE WITH TILT/SWIVEL MOTION DEVICE
HAVIS UNIVERSAL LOCKING TRAY FOR COMPUTER
THREE OUTLET CIGAR PLUG ON CONSOLE
DUAL CUP HOLDER
SHUTDOWN TIMER TO SUPPLY POWER TO CIGAR PLUGS AND PRINTER
PRE-WIRE 14/2 WHIP TO CENTER CAGE ARE FOR FUTURE GUN LOCK &PROGRAM SIREN
HIGH BEAM WIG WAG FLASHER
2 LED'S INTO EXISTING HEADLIGHT KNOCKOUT AREA (86P PACKAGE)
2 HIDE A WAY LED'S IN REAR TAIL LIGHTS
PRO-GARD FRONT PARTITION WITH UNDERSEAT PROTECTORS AND RECESS

PANEL
PRO-GARD REAR CARGO BARRIER
ABS SEAT REPLACES REAR OEM SEATS
DISABLE REAR WINDOW SWITCHES
DISABLE REAR DOOR LOCKS
PAIR OF REAR WINDOW BARS
LOCK BOX WITH RISER STAND IN REAR CARGO AREA
SIREN PROGRAMMED FOR DUAL TONE FUNCTIONS PER BSO FLEET
LIGHTBAR PROGRAMMED FOR DUAL COLOR FUNCTIONS PER BSO FLEET

**PROPOSERS MUST SUPPLY MANUFACTURER PART NUMBERS FOR ALL PARTS LISTED ABOVE INCLUDING INDIVIDUAL PART NUMBERS AND TOTAL LABOR HOURS FOR THE COMPLETE INSTALL. PROPOSERS MUST ALSO INDICATE IF AN ALTERNATIVE PRODUCT IS BEING OFFERED. (IF APPLICABLE COMPLETE ATTACHMENT "A" ALTERNATIVE OR EQUIVALENT BUNDLED PRODUCT PRICE SHEET IN BIDSYNC).**

**UNDERCOVER DETECTIVE SEDAN SETUP TO INCLUDE:**

*(VEHICLE TYPES COULD INCLUDE: FORD TAURUS, CHEVY IMPALA, TOYOTA CAMRY, FORD FUSION, CHRYSLER 200, CHEVY MALIBU)*
WHELEN HHS HAND HELD SIREN
HORN TRANSFER FOR SIREN
2 LED'S IN GRILL (MUST BE TINTED OR SMOKED TO ASSIST IN CONCEALMENT)
2 LED'S ONE ON EACH SIDE DOOR FACING SIDEWAYS
80AMP WATERPROOF CIRCUIT BREAKER
REAR 8 POD WARNING AND ARROW STICK ON REAR DECK
SPEAKER
THREE OUTLET CIGAR PLUG ON PASSENGER SIDE WIRED TO BREAKER WITH 15 AMP FUSE
HIGH BEAM WIG WAG FLASHER
2 LED'S INTO MULTI LAYERED HEADLIGHTS (MUST BE PROPERLY SEALED)
2 LED'S INTO REAR TAIL LIGHT AREA (MUST BE PROPERLY SEALED)
2 DUAL LED'S IN FRONT WINDOW UPPER (ONE ON DRIVER AND ONE ON PASSENGER SIDE)

**PROPOSERS MUST SUPPLY MANUFACTURER PART NUMBERS FOR ALL PARTS LISTED ABOVE INCLUDING INDIVIDUAL PART NUMBERS AND TOTAL LABOR HOURS FOR THE COMPLETE INSTALL. PROPOSERS MUST ALSO INDICATE IF AN ALTERNATIVE PRODUCT IS BEING OFFERED. (IF APPLICABLE COMPLETE ATTACHMENT "A" ALTERNATIVE OR EQUIVALENT BUNDLED PRODUCT PRICE SHEET IN BIDSYNC).**

## UNDERCOVER DETECTIVE SUV SETUP TO INCLUDE:

(*VEHICLE TYPES COULD INCLUDE: FORD EXPLORER, DODGE DURANGO, CHEVY TRAVERSE, JEEP GRAND CHEROKEE*)
WHELEN HHS HAND HELD SIREN
HORN TRANSFER FOR SIREN
2 LED'S IN GRILL (MUST BE TINTED OR SMOKED TO ASSIST IN CONCEALMENT)
2 LED'S ONE ON EACH SIDE DOOR FACING SIDEWAYS
80AMP WATERPROOF CIRCUIT BREAKER
REAR 8 POD WARNING AND ARROW STICK ON REAR DECK
SPEAKER
THREE OUTLET CIGAR PLUG ON PASSENGER SIDE WIRED TO BREAKER WITH 15 AMP FUSE
HIGH BEAM WIG WAG FLASHER
2 LED'S INTO MULTI LAYERED HEADLIGHTS (MUST BE PROPERLY SEALED)
2 LED'S INTO REAR TAIL LIGHT AREA (MUST BE PROPERLY SEALED)
2 DUAL LED'S IN FRONT WINDOW UPPER (ONE ON DRIVER AND ONE ON PASSENGER SIDE)

**PROPOSERS MUST SUPPLY MANUFACTURER PART NUMBERS FOR ALL PARTS LISTED ABOVE INCLUDING INDIVIDUAL PART NUMBERS AND TOTAL LABOR HOURS FOR THE COMPLETE INSTALL. PROPOSERS MUST ALSO INDICATE IF AN ALTERNATIVE PRODUCT IS BEING OFFERED. (IF APPLICABLE COMPLETE ATTACHMENT "A" ALTERNATIVE OR EQUIVALENT BUNDLED PRODUCT PRICE SHEET IN BIDSYNC).**

## BASIC FIRE INSPECTOR VEHICLE SETUP TO INCLUDE:

(*VEHICLE TYPES COULD INCLUDE: FORD F-150, F-250, Chevy Silverado1500 & 2500, Dodge Ram 1500 & 2500*)
50AMP WATERPROOF CIRCUIT BREAKER
2 LED'S IN GRILL
REAR 8 POD WARNING AND ARROW STICK MOUNTED IN REAR WINDOW OR TOPPER
THREE OUTLET CIGAR PLUG ON PASSENGER SIDE WIRED TO BREAKER WITH 15 AMP FUSE
HIGH BEAM WIG WAG FLASHER
2 LED'S INTO MULTI LAYERED HEADLIGHTS (MUST BE PROPERLY SEALED)
2 LED'S INTO REAR TAIL LIGHT AREA (MUST BE PROPERLY SEALED)
2 DUAL LED'S IN FRONT WINDOW UPPER (ONE ON DRIVER AND ONE ON PASSENGER SIDE)

**PROPOSERS MUST SUPPLY MANUFACTURER PART NUMBERS FOR ALL PARTS LISTED ABOVE INCLUDING INDIVIDUAL PART NUMBERS AND TOTAL LABOR HOURS FOR THE COMPLETE INSTALL. PROPOSERS MUST ALSO INDICATE IF AN ALTERNATIVE PRODUCT IS BEING OFFERED. (IF APPLICABLE COMPLETE ATTACHMENT "A" ALTERNATIVE OR EQUIVALENT BUNDLED PRODUCT PRICE SHEET IN BIDSYNC).**

MARKED FIRE VEHICLE WITH LIGHTBAR SETUP TO INCLUDE:

*(VEHICLE TYPES COULD INCLUDE: FORD F-150, F-250, CHEVY TAHOE)*
WHELEN LOW PROFILE LEGACY DUO COLOR LIGHTBAR FULL SIZE ON ROOF
CENCOM CARBIDE SIREN WITH FULL TOUCHPAD
HORN TRANSFER FOR SIREN
SECONDARY SIREN AMP FOR DUAL TONE FUNCTION
80AMP WATERPROOF CIRCUIT BREAKER
2 LED'S IN GRILL
REAR 8 POD WARNING AND ARROW STICK MOUNTED IN REAR WINDOW OR TOPPER
THREE OUTLET CIGAR PLUG ON PASSENGER SIDE WIRED TO BREAKER WITH 15 AMP FUSE
HIGH BEAM WIG WAG FLASHER
2 LED'S INTO MULTI LAYERED HEADLIGHTS (MUST BE PROPERLY SEALED)
2 LED'S INTO REAR TAIL LIGHT AREA (MUST BE PROPERLY SEALED)
FULL CONSOLE WITH:
ARM REST COMPUTER MOUNT WITH TILT/SWIVEL MOTION DEVICE
HAVIS UNIVERSAL LOCKING TRAY FOR COMPUTER
GO RHINO PUSH BUMPER
2 WHELEN SLIMLINE SPEAKERS MOUNTED TO PUSH BUMPER
6 POD STICK ON PUSH BUMPER FACING FORWARD WARNING ONLY
2 WHELEN DUAL LED LIGHTS MOUNTED VERICALLY ONE ON EACH SIDE OF PUSH BUMPER

**PROPOSERS MUST SUPPLY MANUFACTURER PART NUMBERS FOR ALL PARTS LISTED ABOVE INCLUDING INDIVIDUAL PART NUMBERS AND TOTAL LABOR HOURS FOR THE COMPLETE INSTALL. PROPOSERS MUST ALSO INDICATE IF AN ALTERNATIVE PRODUCT IS BEING OFFERED. (IF APPLICABLE COMPLETE ATTACHMENT "A" ALTERNATIVE OR EQUIVALENT BUNDLED PRODUCT PRICE SHEET IN BIDSYNC).**

**UNMARKED FIRE ADMIN VEHICLE SETUP TO INCLUDE:**

*(VEHICLE TYPES COULD INCLUDE: FORD INTERCEPTOR SUV, DODGE DURANGO, CHEVY TAHOE)*
CENCOM CARBIDE SIREN WITH FULL TOUCHPAD
HORN TRANSFER FOR SIREN
SECONDARY SIREN AMP FOR DUAL TONE FUNCTION
80 AMP WATERPROOF CIRCUIT BREAKER
TREMCO ANTI THEFT DEVICE
WHELEN INNER EDGE (FULL UPPER FRONT)
REAR WINDOW 6 POD WARNING AND ARROW STICK
FULL CONSOLE WITH:
ARM REST
COMPUTER MOUNT TO CONSOLE WITH TILT/SWIVEL MOTION DEVICE
HAVIS UNIVERSAL LOCKING TRAY FOR COMPUTER

THREE OUTLET CIGAR PLUG ON CONSOLE
DUAL CUP HOLDER
SHUTDOWN TIMER TO SUPPLY POWER TO CIGAR PLUGS AND PRINTER
PRE-WIRE 14/2 WHIP TO CENTER CAGE ARE FOR FUTURE GUN LOCK &PROGRAM SIREN
HIGH BEAM WIG WAG FLASHER
2 60" WHELEN RUNNING BOARD TRACER LIGHTHEADS (DUO COLOR)
2 LED'S INTO MULTI LAYERED HEADLIGHTS (MUST BE PROPERLY SEALED)
2 LED'S INTO REAR TAIL LIGHT AREA (MUST BE PROPERLY SEALED)
2 LED'S IN SIDE CARGO WINDOWS
SIREN PROGRAMMED FOR DUAL TONE FUNCTIONS PER BSO FLEET
LIGHTBAR PROGRAMMED FOR DUAL COLOR FUNCTIONS PER BSO FLEET
WIRE FOR IN-CAR RADIO AND INSTALL 800mhz ROOF MOUNT ANTENNA

**PROPOSERS MUST SUPPLY MANUFACTURER PART NUMBERS FOR ALL PARTS LISTED ABOVE INCLUDING INDIVIDUAL PART NUMBERS AND TOTAL LABOR HOURS FOR THE COMPLETE INSTALL. PROPOSERS MUST ALSO INDICATE IF AN ALTERNATIVE PRODUCT IS BEING OFFERED. (IF APPLICABLE COMPLETE ATTACHMENT "A" ALTERNATIVE OR EQUIVALENT BUNDLED PRODUCT PRICE SHEET IN BIDSYNC).**

6. PROPOSER'S CURRENT AND PAST CONTRACTS FOR THE LAST 8 YEARS
   Proposers must complete the form named: Proposer's Current and Past Contracts over the last 8 years.

7. EVALUATION CRITERIAS

   7.1 Proposals will be evaluated on how well the following criteria are addressed:

   Qualifications and Experience: 30%

   Location and storage capabilities in Broward County: 10%

   Project approach: 30%

   Price: 20% (Price will be calculated based on pricing in response to items 1-6)

   Company Litigation & Financial Stability: 10%

| | QUESTION | RESPONSE (If additional documentation is required to supplement Response(s) to the following questions, please upload with your Proposal) |
|---|---|---|
| 1. | State how your company intends to comply with all the elements indicated in this RFP. | Include specifics here and in your Proposal |
| 2. | State the number of years experience your firm has in providing these Services and also provide specific information regarding the experience. | ☐ Years<br>Include specifics here and in your Proposal |
| 3. | State the staffing and organization structure to be used in this Project. | Include specifics here and in your Proposal |
| 4. | List your company's current inventory of equipment as it relates to this RFP. | Include specifics here and in your Proposal |
| 5. | Is your facility located in Broward County? If yes, provide the address. If no, state how you intend to comply with this requirement. | ☐ Yes ☐ No<br>Include specifics here and in your Proposal |
| 6. | Does your company have the facilities to receive the vehicles direct from the factory and store until they are fitted to perform the initial PDI? If yes, provide specific details of complying with this requirement. If no, state how you intend to comply with this requirement. | ☐ Yes ☐ No<br>Include specifics here and in your Proposal |
| 7. | Provide any special features, qualifications, corporate strengths, and any other factors that the Proposer believes are relevant to the selection process. | Include specifics here and in your Proposal |
| 8. | Please describe your current training program for the employees that will be assigned to this contract. | Include specifics here and in your Proposal |
| 9. | Does your company have Certified EVT technicians? If yes, how many and of those, how many will be assigned to this contract? | ☐ Yes ☐ No<br>Include specifics here and in your Proposal |

| | | |
|---|---|---|
| 10. | Does your company have the ability to produce 10 complete builds per week? If yes, provide specific details of complying with this requirement. If no, state how you intend to comply with this requirement. | ☐ Yes ☐ No<br>Include specifics here and in your Proposal |
| 11. | Indicate the current manufacturer certifications you maintain which are relevant to this RFP. | Include specifics here and in your Proposal |
| 12. | State any credit holds with any supplier, currently and within the past 12 months. | Include specifics here and in your Proposal |

# GENERAL TERMS AND CONDITIONS
# RFP # 18006AG
# Emergency Equipment for Vehicles for Broward Sheriff's Office

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

## Emergency Equipment for Vehicles for Broward Sheriff's Office

### SECTION ONE – GENERAL

1.1. Proposals **must be submitted electronically** at www.BidSync.com **on or before the specified time and date on the bid document.**

1.2. The vendor must provide their pricing, if applicable, through the designated line items listed on the BidSync website and complete and/or upload all the required documents included in the solicitation.

1.3. BidSync will not allow vendors to respond after the closing of the bid as specified. Late bids will not be accepted.

1.4. COST OF PREPARING/SUBMITTING RFP/DEMONSTRATIONS/SAMPLES, ETC.: All cost(s) related to the preparation and submission of the RFP and demonstrations/samples, etc., if applicable, 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 RFP 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 Evaluation Committee (E-C) and/or Technical Committee (T-C) as the Committee(s) will be unable to discuss details of the confidential material at public E-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 RFP 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 RFP 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 RFPs. In the event the RFP 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 RFP, 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 RFP. If accepted by BSO, this trial period will then become part of the initial term as specified in the RFP.

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

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
## RFP PROCEDURES

2.1 EVALUATION METHOD AND CRITERIA: It is anticipated, but not required, that the RFP process will proceed in the following manner: Proposals will be evaluated in accordance with weighted criteria stated in the RFP. These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criteria also guides the Evaluation Committee (EC) for scoring of Proposals by establishing a general framework with whom to begin negotiation of an agreement(s) for this project. Technical staff participation serves purely in an information gathering capacity unless additional authority is delegated by the EC.

2.2 CONE OF SILENCE: This project is under a "Cone of Silence" starting with the issue date of this RFP 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 interpretations(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. BSO, 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 RFP. 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 RFP 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 EC, 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 RFP, except as otherwise set forth within this solicitation.

2.6.3 PRESENTATIONS/INTERVIEWS: The EC 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 EC 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 RFP to the Proposer(s) that receives the highest score.

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 RFP 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 RFP.

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, 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**.

Sheriff Scott Israel

# AFFIDAVIT

## RFP # 18006AG
## Emergency Equipment for Vehicles for Broward Sheriff's Office

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

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

***OR***

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

1.

Legal Name

Driver's License Number (Attach copy)

Previous Names Used

Title/Duties performed

2.

Legal Name

Driver's License Number (Attach copy)

Previous Names Used

Title/Duties performed

3.

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 three (3) 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

**RFP # 18006AG**
**Emergency Equipment for Vehicles for Broward Sheriff's Office**
**Note: To be completed by those involved in the RFP process**
**and for Successful Proposer employees involved in the project after award.**

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

WHEREAS, CONTRACTOR has assigned [ ] to perform such work on behalf of CONTRACTOR;
*(Individual's Name)*

WHEREAS, when performing such work and providing such services [ ]
*(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's using CONTRACTOR to perform services and for other good and valuable consideration [ ] agrees as follows:
*(Individual's Name)*

I. Acknowledgment of Confidentiality. [ ] hereby acknowledges that
*(Individual's Name)*
( ☐ he / ☐ she ) may be exposed to confidential information including, without limitation, criminal intelligence
*(Circle 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 developed by [ ] and/or [ ];
*(Individual's Name)*
*(Company Name)*
(ii) information in the public domain through no wrongful act of [ ] and/or
*(Company Name)*
[ ], or (iii) information received by [ ] and/or
*(Individual's Name)* *(Company Name)*
[ ] 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**

| | |
|---|---|
| Employee Signature *(Individual's Name)* | Date |
| Witness | Date |

# DRUG FREE WORKPLACE CERTIFICATION
## RFP # 18006AG
## Emergency Equipment for Vehicles for Broward Sheriff's Office

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

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Proposer's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establishing a continuing drug-free awareness program to inform its employees about:
- (i) The dangers of drug abuse in the workplace;
- (ii) The Proposer's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and psychological service; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);

(4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee;

(6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; and/or
- (ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

_____
(Legal Company Name)

_____
Electronic Signature (Print Name)

# 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 maintaind outside the U.S.)

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

Requester's name and address (optional)

City, state, and ZIP code

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:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

**Sign Here** **Signature of U.S. person** ▸ Date▸

# General Instructions

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

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

## Purpose of Form

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

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**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.

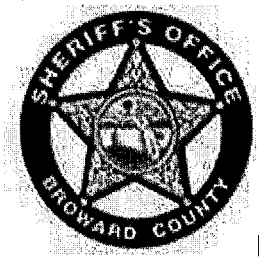
[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive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




## 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.

# NOTICE TO VENDORS PROVIDING SOCIAL SECURITY NUMBERS TO BSO

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

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

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

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# VENDOR CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Vendor Name:
Vendor FEIN:
Vendor's Authorized Representative Name and Title:
Address:
City: State: Zip:
Phone Number:
Email Address:

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: ,

*Print Name* *Print Title*

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

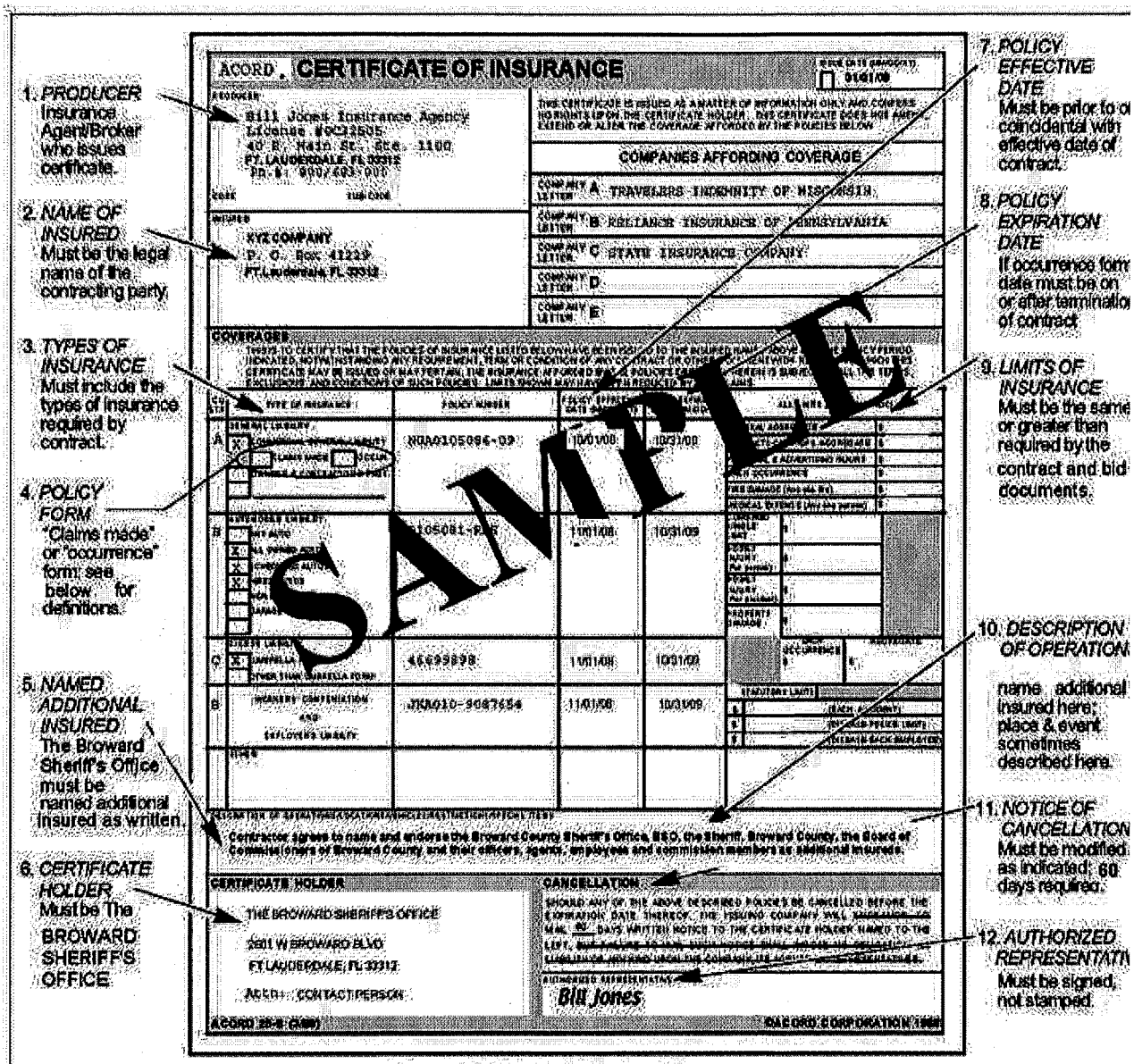
Authorized Signature:

# INSURANCE CERTIFICATE SAMPLE

## BROWARD SHERIFF'S OFFICE

Quick Tips

**Understanding 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***

## NON-COLLUSION CERTIFICATE

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

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

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

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

By: _____ _____ 20____

Signature Date

_____

Printed Name and Title

Federal Employer Identification Number _____

**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 payment s 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/and 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.

Products Sheet

Attachment A

## Alternative or Equivalent Bundled Product Price Sheet

Installation and Labor must be included in the bundled total price

| | Part Number | Price | Alternative Part Description | Alternative Manufacturer | Alternative Part Number | Alternative Price |
|---|---|---|---|---|---|---|
| | | | | | | |
| **PATROL DODGE CHARGER SETUP** | | | | | | |
| | | | | | | |
| | | | | | | |
| WHELEN LOW PROFILE LEGACY DUO COLOR LIGHTBAR FULL SIZE ON ROOF | | Included | | | | Included |
| CENCOM Carbide System SIREN WITH FULL TOUCHPAD | | Included | | | | Included |
| HORN TRANSFER FOR SIREN | | Included | | | | Included |
| SECONDARY SIREN AMP FOR DUAL TONE FUNCTION | | Included | | | | Included |
| 2 LED'S IN TRUNK LID TO SHOW WHEN TRUNK IS OPEN | | Included | | | | Included |
| 80 AMP WATERPROOF CIRCUIT BREAKER | | Included | | | | Included |
| TREMCO ANTI THEFT DEVICE | | Included | | | | Included |
| REAR DECK 8 POD WARNING AND ARROW STICK | | Included | | | | Included |
| GO RHINO PUSH BUMPER | | Included | | | | Included |
| 2 WHELEN SLIMLINE SPEAKERS MOUNTED TO PUSH BUMPER | | Included | | | | Included |
| 6 POD STICK ON PUSH BUMPER FACING FORWARD WARNING ONLY | | Included | | | | Included |
| 2 DUAL LED LIGHTS MOUNTED VERICALLY ONE ON EACH SIDE OF PUSH BUMPER | | Included | | | | Included |
| UPGRADE UNITY SPOTLIGHT BULB TO LED | | Included | | | | Included |
| FULL CONSOLE WITH: | | Included | | | | Included |
| ARM REST TO HOLD PENTAX/BROTHER PRINTER | | Included | | | | Included |
| WIRE POWER AND USB CABLE AND PENTAX PRINTER INTO ARM REST AREA | | Included | | | | Included |
| COMPUTER MOUNT TO CONSOLE WITH TILT/SWIVEL MOTION DEVICE | | Included | | | | Included |
| HAVIS UNIVERSAL LOCKING TRAY FOR COMPUTER | | Included | | | | Included |
| THREE OUTLET CIGAR PLUG ON CONSOLE | | Included | | | | Included |
| DUAL CUP HOLDER | | Included | | | | Included |
| SHUTDOWN TIMER TO SUPPLY POWER TO CIGAR PLUGS AND PRINTER | | Included | | | | Included |

Products Sheet

| | | | | | | |
|---|---|---|---|---|---|---|
| PRE-WIRE 14/2 WHIP TO CENTER CAGE ARE FOR FUTURE GUN LOCK &PROGRAM SIREN | | Included | | | | Included |
| ACTIVATE HEADLIGHT FLASHER | | Included | | | | Included |
| ACTIVATE TAIL LIGHT FLASHER | | Included | | | | Included |
| PRO-GARD FRONT PARTITION WITH UNDERSEAT PROTECTORS AND RECESS PANEL | | Included | | | | Included |
| REAR ABS SEAT | | Included | | | | Included |
| DISABLE REAR WINDOW SWITCHES | | Included | | | | Included |
| DISABLE REAR DOOR LOCKS | | Included | | | | Included |
| PAIR OF REAR WINDOW BARS | | Included | | | | Included |
| SIREN PROGRAMMED FOR DUAL TONE FUNCTIONS PER BSO FLEET | | Included | | | | Included |
| LIGHTBAR PROGRAMMED FOR DUAL COLOR FUNCTIONS PER BSO FLEET | | Included | | | | Included |
| | | | | | | |
| **Total Bundled Price** | | $ | | | | $ |
| | | | | | | |
| **PATROL FORD INTERCEPTOR SUV SETUP** | | | | | | |
| | | | | | | |
| WHELEN LOW PROFILE LEGACY DUO COLOR LIGHTBAR FULL SIZE ON ROOF | | Included | | | | Included |
| CENCOM Carbide System SIREN WITH FULL TOUCHPAD | | Included | | | | Included |
| HORN TRANSFER FOR SIREN | | Included | | | | Included |
| SECONDARY SIREN AMP FOR DUAL TONE FUNCTION | | Included | | | | Included |
| 2 LED'S IN SIDE CARGO WINDOWS | | Included | | | | Included |
| 80 AMP WATERPROOF CIRCUIT BREAKER | | Included | | | | Included |
| TREMCO ANTI THEFT DEVICE | | Included | | | | Included |
| REAR WINDOW 6 POD WARNING AND ARROW STICK | | Included | | | | Included |
| GO RHINO PUSH BUMPER | | Included | | | | Included |
| 2 WHELEN SLIMLINE SPEAKERS MOUNTED TO PUSH BUMPER | | Included | | | | Included |
| 6 POD STICK ON PUSH BUMPER FACING FORWARD WARNING ONLY | | Included | | | | Included |
| 2 DUAL LED LIGHTS MOUNTED VERICALLY ONE ON EACH SIDE OF PUSH BUMPER | | Included | | | | Included |
| UPGRADE UNITY SPOTLIGHT BULB TO LED | | Included | | | | Included |
| FULL CONSOLE WITH: | | Included | | | | Included |
| ARM REST TO HOLD PENTAX/BROTHER PRINTER | | Included | | | | Included |
| WIRE POWER AND USB CABLE AND PENTAX PRINTER INTO ARM REST AREA | | Included | | | | Included |

Products Sheet

| | | | | | | |
|---|---|---|---|---|---|---|
| COMPUTER MOUNT TO CONSOLE WITH TILT/SWIVEL MOTION DEVICE | | Included | | | | Included |
| HAVIS UNIVERSAL LOCKING TRAY FOR COMPUTER | | Included | | | | Included |
| THREE OUTLET CIGAR PLUG ON CONSOLE | | Included | | | | Included |
| DUAL CUP HOLDER | | Included | | | | Included |
| SHUTDOWN TIMER TO SUPPLY POWER TO CIGAR PLUGS AND PRINTER | | Included | | | | Included |
| PRE-WIRE 14/2 WHIP TO CENTER CAGE ARE FOR FUTURE GUN LOCK &PROGRAM SIREN | | Included | | | | Included |
| HIGH BEAM WIG WAG FLASHER | | Included | | | | Included |
| 2 LED'S INTO EXISTING HEADLIGHT KNOCKOUT AREA (86P PACKAGE) | | Included | | | | Included |
| 2 HIDE A WAY LED'S IN REAR TAIL LIGHTS | | Included | | | | Included |
| PRO-GARD FRONT PARTITION WITH UNDERSEAT PROTECTORS AND RECESS PANEL | | Included | | | | Included |
| PRO-GARD REAR CARGO BARRIER | | Included | | | | Included |
| ABS SEAT REPLACES REAR OEM SEATS | | Included | | | | Included |
| DISABLE REAR WINDOW SWITCHES | | Included | | | | Included |
| DISABLE REAR DOOR LOCKS | | Included | | | | Included |
| PAIR OF REAR WINDOW BARS | | Included | | | | Included |
| LOCK BOX WITH RISER STAND IN REAR CARGO AREA | | Included | | | | Included |
| SIREN PROGRAMMED FOR DUAL TONE FUNCTIONS PER BSO FLEET | | Included | | | | Included |
| LIGHTBAR PROGRAMMED FOR DUAL COLOR FUNCTIONS PER BSO FLEET | | Included | | | | Included |
| | | | | | | |
| **Total Bundled Price** | | $ | | | | $ |
| | | | | | | |
| **UNDERCOVER DETECTIVE SEDAN SETUP** | | | | | | |
| | | | | | | |
| (VEHICLE TYPES COULD INCLUDE: FORD TAURUS, CHEVY IMPALA, TOYOTA CAMRY, FORD FUSION, CHRYSLER 200, CHEVY MALIBU) | | Included | | | | Included |
| WHELEN HHS HAND HELD SIREN | | Included | | | | Included |
| HORN TRANSFER FOR SIREN | | Included | | | | Included |
| 2 LED'S IN GRILL (MUST BE TINTED OR SMOKED TO ASSIST IN CONCEALMENT) | | Included | | | | Included |
| 2 LED'S ONE ON EACH SIDE DOOR FACING SIDEWAYS | | Included | | | | Included |
| 80AMP WATERPROOF CIRCUIT BREAKER | | Included | | | | Included |

Products Sheet

| | | | | | | |
|---|---|---|---|---|---|---|
| REAR 8 POD WARNING AND ARROW STICK ON REAR DECK | | Included | | | | Included |
| SPEAKER | | Included | | | | Included |
| THREE OUTLET CIGAR PLUG ON PASSENGER SIDE WIRED TO BREAKER WITH 15 AMP FUSE | | Included | | | | Included |
| HIGH BEAM WIG WAG FLASHER | | Included | | | | Included |
| 2 LED'S INTO MULTI LAYERED HEADLIGHTS (MUST BE PROPERLY SEALED) | | Included | | | | Included |
| 2 LED'S INTO REAR TAIL LIGHT AREA (MUST BE PROPERLY SEALED) | | Included | | | | Included |
| 2 DUAL LED'S IN FRONT WINDOW UPPER (ONE ON DRIVER AND ONE ON PASSENGER SIDE) | | Included | | | | Included |
| | | | | | | |
| Total Bundled Price | | $ | | | | $ |
| | | | | | | |
| **UNDERCOVER DETECTIVE SUV SETUP** | | | | | | |
| | | | | | | |
| (VEHICLE TYPES COULD INCLUDE: FORD EXPLORER, DODGE DURANGO, CHEVY TRAVERSE, JEEP GRAND CHEROKEE) | | Included | | | | Included |
| WHELEN HHS HAND HELD SIREN | | Included | | | | Included |
| HORN TRANSFER FOR SIREN | | Included | | | | Included |
| 2 LED'S IN GRILL (MUST BE TINTED OR SMOKED TO ASSIST IN CONCEALMENT) | | Included | | | | Included |
| 2 LED'S ONE ON EACH SIDE DOOR FACING SIDEWAYS | | Included | | | | Included |
| 80AMP WATERPROOF CIRCUIT BREAKER | | Included | | | | Included |
| REAR 8 POD WARNING AND ARROW STICK ON REAR DECK | | Included | | | | Included |
| SPEAKER | | Included | | | | Included |
| THREE OUTLET CIGAR PLUG ON PASSENGER SIDE WIRED TO BREAKER WITH 15 AMP FUSE | | Included | | | | Included |
| HIGH BEAM WIG WAG FLASHER | | Included | | | | Included |
| 2 LED'S INTO MULTI LAYERED HEADLIGHTS (MUST BE PROPERLY SEALED) | | Included | | | | Included |
| 2 LED'S INTO REAR TAIL LIGHT AREA (MUST BE PROPERLY SEALED) | | Included | | | | Included |
| 2 DUAL LED'S IN FRONT WINDOW UPPER (ONE ON DRIVER AND ONE ON PASSENGER SIDE) | | Included | | | | Included |
| | | | | | | |
| **Total Bundled Price** | | $ | | | | $ |
| | | | | | | |
| **BASIC FIRE INSPECTOR VEHICLE SETUP** | | | | | | |

Products Sheet

| | | | | | | |
|---|---|---|---|---|---|---|
| (VEHICLE TYPES COULD INCLUDE: FORD F-150, F-250, Chevy Silverado1500 & 2500, Dodge Ram 1500 & 2500) | | Included | | | | Included |
| 50AMP WATERPROOF CIRCUIT BREAKER | | Included | | | | Included |
| 2 LED'S IN GRILL | | Included | | | | Included |
| REAR 8 POD WARNING AND ARROW STICK MOUNTED IN REAR WINDOW OR TOPPER | | Included | | | | Included |
| THREE OUTLET CIGAR PLUG ON PASSENGER SIDE WIRED TO BREAKER WITH 15 AMP FUSE | | Included | | | | Included |
| HIGH BEAM WIG WAG FLASHER | | Included | | | | Included |
| 2 LED'S INTO MULTI LAYERED HEADLIGHTS (MUST BE PROPERLY SEALED) | | Included | | | | Included |
| 2 LED'S INTO REAR TAIL LIGHT AREA (MUST BE PROPERLY SEALED) | | Included | | | | Included |
| 2 DUAL LED'S IN FRONT WINDOW UPPER (ONE ON DRIVER AND ONE ON PASSENGER SIDE) | | Included | | | | Included |
| | | | | | | |
| Total Bundled Price | | $ | | | | $ |
| | | | | | | |
| **MARKED FIRE VEHICLE WITH LIGHTBAR SETUP** | | | | | | |
| | | | | | | |
| (VEHICLE TYPES COULD INCLUDE: FORD F-150, F-250, CHEVY TAHOE) | | Included | | | | Included |
| WHELEN LOW PROFILE LEGACY DUO COLOR LIGHTBAR FULL SIZE ON ROOF | | Included | | | | Included |
| CENCOM CARBIDE SIREN WITH FULL TOUCHPAD | | Included | | | | Included |
| HORN TRANSFER FOR SIREN | | Included | | | | Included |
| SECONDARY SIREN AMP FOR DUAL TONE FUNCTION | | Included | | | | Included |
| 80AMP WATERPROOF CIRCUIT BREAKER | | Included | | | | Included |
| 2 LED'S IN GRILL | | Included | | | | Included |
| REAR 8 POD WARNING AND ARROW STICK MOUNTED IN REAR WINDOW OR TOPPER | | Included | | | | Included |
| THREE OUTLET CIGAR PLUG ON PASSENGER SIDE WIRED TO BREAKER WITH 15 AMP FUSE | | Included | | | | Included |
| HIGH BEAM WIG WAG FLASHER | | Included | | | | Included |
| 2 LED'S INTO MULTI LAYERED HEADLIGHTS (MUST BE PROPERLY SEALED) | | Included | | | | Included |
| 2 LED'S INTO REAR TAIL LIGHT AREA (MUST BE PROPERLY SEALED) | | Included | | | | Included |

Products Sheet

| | | | | | | |
|---|---|---|---|---|---|---|
| FULL CONSOLE WITH: | | Included | | | | Included |
| ARM REST COMPUTER MOUNT WITH TILT/SWIVEL MOTION DEVICE | | Included | | | | Included |
| HAVIS UNIVERSAL LOCKING TRAY FOR COMPUTER | | Included | | | | Included |
| GO RHINO PUSH BUMPER | | Included | | | | Included |
| 2 WHELEN SLIMLINE SPEAKERS MOUNTED TO PUSH BUMPER | | Included | | | | Included |
| 6 POD STICK ON PUSH BUMPER FACING FORWARD WARNING ONLY | | Included | | | | Included |
| 2 WHELEN DUAL LED LIGHTS MOUNTED VERICALLY ONE ON EACH SIDE OF PUSH BUMPER | | Included | | | | Included |
| | | | | | | |
| **Total Bundled Price** | | $ | | | | $ |
| | | | | | | |
| **UNMARKED FIRE ADMIN VEHICLE SETUP** | | | | | | |
| | | | | | | |
| (VEHICLE TYPES COULD INCLUDE: FORD INTERCEPTOR SUV, DODGE DURANGO, CHEVY TAHOE) | | Included | | | | Included |
| CENCOM CARBIDE SIREN WITH FULL TOUCHPAD | | Included | | | | Included |
| HORN TRANSFER FOR SIREN | | Included | | | | Included |
| SECONDARY SIREN AMP FOR DUAL TONE FUNCTION | | Included | | | | Included |
| 80 AMP WATERPROOF CIRCUIT BREAKER | | Included | | | | Included |
| TREMCO ANTI THEFT DEVICE | | Included | | | | Included |
| WHELEN INNER EDGE (FULL UPPER FRONT) | | Included | | | | Included |
| REAR WINDOW 6 POD WARNING AND ARROW STICK | | Included | | | | Included |
| FULL CONSOLE WITH: | | Included | | | | Included |
| ARM REST | | Included | | | | Included |
| COMPUTER MOUNT TO CONSOLE WITH TILT/SWIVEL MOTION DEVICE | | Included | | | | Included |
| HAVIS UNIVERSAL LOCKING TRAY FOR COMPUTER | | Included | | | | Included |
| THREE OUTLET CIGAR PLUG ON CONSOLE | | Included | | | | Included |
| DUAL CUP HOLDER | | Included | | | | Included |
| SHUTDOWN TIMER TO SUPPLY POWER TO CIGAR PLUGS AND PRINTER | | Included | | | | Included |
| PRE-WIRE 14/2 WHIP TO CENTER CAGE ARE FOR FUTURE GUN LOCK &PROGRAM SIREN | | Included | | | | Included |
| HIGH BEAM WIG WAG FLASHER | | Included | | | | Included |
| 2 60" WHELEN RUNNING BOARD TRACER LIGHTHEADS (DUO COLOR) | | Included | | | | Included |

Products Sheet

| | | | | | | |
|---|---|---|---|---|---|---|
| 2 LED'S INTO MULTI LAYERED HEADLIGHTS (MUST BE PROPERLY SEALED) | | Included | | | | Included |
| 2 LED'S INTO REAR TAIL LIGHT AREA (MUST BE PROPERLY SEALED) | | Included | | | | Included |
| 2 LED'S IN SIDE CARGO WINDOWS | | Included | | | | Included |
| SIREN PROGRAMMED FOR DUAL TONE FUNCTIONS PER BSO FLEET | | Included | | | | Included |
| LIGHTBAR PROGRAMMED FOR DUAL COLOR FUNCTIONS PER BSO FLEET | | Included | | | | Included |
| WIRE FOR IN-CAR RADIO AND INSTALL 800mhz ROOF MOUNT ANTENNA | | Included | | | | Included |
| | | | | | | |
| **Total Bundled Price** | | $ | | | | $ |
| | | | | | | |

Attachment "B"

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

Provide a list of all Government Contracts for the past eight (8) years for the same or similar services which are the subject of this RFP and provide all information requested below. Include any contract that has ended, terminated, expired or cancelled (collectedly "Terminated") for any reason during the past eight (8) years.

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

# Question and Answers for Bid #18006AG - Emergency Equipment for Vehicles for Broward Sheriff's Office

## Overall Bid Questions

There are no questions associated with this bid.

# Bid Tabulation Packet
# for
# Solicitation 18006AG

## Emergency Equipment for Vehicles for Broward Sheriff's Office

## Bid Designation: Public

Sheriff Scott Israel

## Broward Sheriff's Office

# EXHIBIT B

## CONTRACTOR'S PROPOSAL TO BSO RFP #18006AG

Products Sheet

Attachment A

## Iternative or Equivalent Bundled Product Price Sheet

Installation and Labor must be included in the bundled total price

| | Part Number | Price |
|---|---|---|
| | | |
| **PATROL DODGE CHARGER SETUP** | | |
| | | |
| | | |
| WHELEN LOW PROFILE LEGACY DUO COLOR LIGHTBAR FULL SIZE ON ROOF | GB8-STT-BB & STPKT37 | Included |
| CENCOM Carbide System SIREN WITH FULL TOUCHPAD | CCSRN5 & CANCTL7 & CC5K3 | Included |
| HORN TRANSFER FOR SIREN | INCLUDED FREE | Included |
| SECONDARY SIREN AMP FOR DUAL TONE FUNCTION | CCSRN4DA | Included |
| 2 LED'S IN TRUNK LID TO SHOW WHEN TRUNK IS OPEN | VTX609J | Included |
| 80 AMP WATERPROOF CIRCUIT BREAKER | 183-0008 | Included |
| TREMCO ANTI THEFT DEVICE | TREMCO-CHARGER | Included |
| REAR DECK 8 POD WARNING AND ARROW STICK | COMMANDERPLUS8-6B2R | Included |
| GO RHINO PUSH BUMPER | 5077A | Included |
| 2 WHELEN SLIMLINE SPEAKERS MOUNTED TO PUSH BUMPER | SA315P & SAK1 | Included |
| 6 POD STICK ON PUSH BUMPER FACING FORWARD WARNING ONLY | COMMANDERPLUS6-4B2R | Included |
| 2 DUAL LED LIGHTS MOUNTED VERICALLY ONE ON EACH SIDE OF PUSH BUMPER | TLIJ | Included |
| UPGRADE UNITY SPOTLIGHT BULB TO LED | P46FLC | Included |
| FULL CONSOLE WITH: | C-VS-0909-CHGR-PM | Included |
| ARM REST TO HOLD PENTAX/BROTHER PRINTER | C-ARM-101 | Included |
| WIRE POWER AND USB CABLE AND PENTAX PRINTER INTO ARM REST AREA | INCLUDED FREE | Included |
| COMPUTER MOUNT TO CONSOLE WITH TILT/SWIVEL MOTION DEVICE | C-MD-131 & C-HDM-214 | Included |
| HAVIS UNIVERSAL LOCKING TRAY FOR COMPUTER | UT-1003 | Included |
| THREE OUTLET CIGAR PLUG ON CONSOLE | C-LP-3 | Included |

Attachment A (1st 7 pages of Exhibit B)

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Products Sheet

| | | |
|---|---|---|
| DUAL CUP HOLDER | C-CUP2-I | Included |
| SHUTDOWN TIMER TO SUPPLY POWER TO CIGAR PLUGS AND PRINTER | CG-X | Included |
| PRE-WIRE 14/2 WHIP TO CENTER CAGE ARE FOR FUTURE GUN LOCK &PROGRAM SIREN | INCLUDED FREE | Included |
| ACTIVATE HEADLIGHT FLASHER | INCLUDED FREE | Included |
| ACTIVATE TAIL LIGHT FLASHER | INCLUDED FREE | Included |
| PRO-GARD FRONT PARTITION WITH UNDERSEAT PROTECTORS AND RECESS PANEL | PSSP5614C11A | Included |
| REAR ABS SEAT | S56C06 | Included |
| DISABLE REAR WINDOW SWITCHES | INCLUDED FREE | Included |
| DISABLE REAR DOOR LOCKS | INCLUDED FREE | Included |
| PAIR OF REAR WINDOW BARS | WBP56C11 | Included |
| SIREN PROGRAMMED FOR DUAL TONE FUNCTIONS PER BSO FLEET | INCLUDED FREE | Included |
| LIGHTBAR PROGRAMMED FOR DUAL COLOR FUNCTIONS PER BSO FLEET | INCLUDED FREE | Included |
| TRUNK SIDE DOOR TO SECURE ELECTRONICS FOR A MORE PROFESSIONAL AND SAFER VEHICLE INSTALL | BEING PROVIDED AT NO CHARGE C-TSM-CHGR-P-1 | Included |
| **Total Bundled Price** | | $7,375.00 |
| | | |
| **PATROL FORD INTERCEPTOR SUV SETUP** | | |
| | | |
| WHELEN LOW PROFILE LEGACY DUO COLOR LIGHTBAR FULL SIZE ON ROOF | GB8-STT-BB & STPKT74 | Included |
| CENCOM Carbide System SIREN WITH FULL TOUCHPAD | CCSRN5 & CANCTL7 & CC5K3 | Included |
| HORN TRANSFER FOR SIREN | INCLUDED FREE | Included |
| SECONDARY SIREN AMP FOR DUAL TONE FUNCTION | CCSRN4DA | Included |
| 2 LED'S IN SIDE CARGO WINDOWS | AVC12J R/B AVENGER | Included |
| 80 AMP WATERPROOF CIRCUIT BREAKER | 183-0008 | Included |
| TREMCO ANTI THEFT DEVICE | TREMCO-EXPLORER | Included |
| REAR WINDOW 6 POD WARNING AND ARROW STICK | COMMANDERPLUS6-4B2R | Included |
| GO RHINO PUSH BUMPER | 5342A | Included |
| 2 WHELEN SLIMLINE SPEAKERS MOUNTED TO PUSH BUMPER | SA315P & SAK1 | Included |

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Products Sheet

| | | |
|---|---|---|
| 6 POD STICK ON PUSH BUMPER FACING FORWARD WARNING ONLY | COMMANDERPLUS6-4B2R | Included |
| 2 DUAL LED LIGHTS MOUNTED VERICALLY ONE ON EACH SIDE OF PUSH BUMPER | TLIJ | Included |
| UPGRADE UNITY SPOTLIGHT BULB TO LED | P46FLC | Included |
| FULL CONSOLE WITH: | C-VS-0810-INUT-PM | Included |
| ARM REST TO HOLD PENTAX/BROTHER PRINTER | C-ARM-101 | Included |
| WIRE POWER AND USB CABLE AND PENTAX PRINTER INTO ARM REST AREA | INCLUDED FREE | Included |
| COMPUTER MOUNT TO CONSOLE WITH TILT/SWIVEL MOTION DEVICE | C-MD-131 & C-HDM-214 | Included |
| HAVIS UNIVERSAL LOCKING TRAY FOR COMPUTER | UT-1003 | Included |
| THREE OUTLET CIGAR PLUG ON CONSOLE | C-LP-3 | Included |
| DUAL CUP HOLDER | C-CUP2-I | Included |
| SHUTDOWN TIMER TO SUPPLY POWER TO CIGAR PLUGS AND PRINTER | CG-X | Included |
| PRE-WIRE 14/2 WHIP TO CENTER CAGE ARE FOR FUTURE GUN LOCK &PROGRAM SIREN | INCLUDED FREE | Included |
| HIGH BEAM WIG WAG FLASHER | ETHFSS-SP-ISO | Included |
| 2 LED'S INTO EXISTING HEADLIGHT KNOCKOUT AREA (86P PACKAGE) | IONJ | Included |
| 2 HIDE A WAY LED'S IN REAR TAIL LIGHTS | VTX609J | Included |
| PRO-GARD FRONT PARTITION WITH UNDERSEAT PROTECTORS AND RECESS PANEL | PRPSP4714UINT13A | Included |
| PRO-GARD REAR CARGO BARRIER | S4702UINT13 | Included |
| ABS SEAT REPLACES REAR OEM SEATS | INCLUDED FREE IN ABOVE BARRIER | Included |
| DISABLE REAR WINDOW SWITCHES | INCLUDED FREE | Included |
| DISABLE REAR DOOR LOCKS | INCLUDED FREE | Included |
| PAIR OF REAR WINDOW BARS | WB47NPUINT13 | Included |
| LOCK BOX WITH RISER STAND IN REAR CARGO AREA | 7126-7611 & 7126-40STD | Included |
| SIREN PROGRAMMED FOR DUAL TONE FUNCTIONS PER BSO FLEET | INCLUDED FREE | Included |
| LIGHTBAR PROGRAMMED FOR DUAL COLOR FUNCTIONS PER BSO FLEET | INCLUDED FREE | Included |

Products Sheet

| | | |
|---|---|---|
| OVER, THE TIRE ELECTRONICS TRAY FOR A MORE PROFESSIONAL AND SAFER VEHICLE INSTALL | BEING PROVIDED AT NO CHARGE C-TTP-INUT-2 | Included |
| **Total Bundled Price** | | $9,555.00 |
| | | |
| **UNDERCOVER DETECTIVE SEDAN SETUP** | | |
| | | |
| (VEHICLE TYPES COULD INCLUDE: FORD TAURUS, CHEVY IMPALA, TOYOTA CAMRY, FORD FUSION, CHRYSLER 200, CHEVY MALIBU) | | Included |
| WHELEN HHS HAND HELD SIREN | HHS3200 | Included |
| HORN TRANSFER FOR SIREN | INCLUDED FREE | Included |
| 2 LED'S IN GRILL (MUST BE TINTED OR SMOKED TO ASSIST IN CONCEALMENT) | TLIJ | Included |
| 2 LED'S ONE ON EACH SIDE DOOR FACING SIDEWAYS | IONJ | Included |
| 80AMP WATERPROOF CIRCUIT BREAKER | 183-0008 | Included |
| REAR 8 POD WARNING AND ARROW STICK ON REAR DECK | COMMANDERPLUS8-6B2R | Included |
| SPEAKER | SA315P + SAK | Included |
| THREE OUTLET CIGAR PLUG ON PASSENGER SIDE WIRED TO BREAKER WITH 15 AMP FUSE | 14-0553 | Included |
| HIGH BEAM WIG WAG FLASHER | ETHFSS-SP-ISO | Included |
| 2 LED'S INTO MULTI LAYERED HEADLIGHTS (MUST BE PROPERLY SEALED) | VTX609J | Included |
| 2 LED'S INTO REAR TAIL LIGHT AREA (MUST BE PROPERLY SEALED) | VTX609J | Included |
| 2 DUAL LED'S IN FRONT WINDOW UPPER (ONE ON DRIVER AND ONE ON PASSENGER SIDE) | SFIONJ | Included |
| | | |
| Total Bundled Price | | $2,375.00 |
| | | |
| **UNDERCOVER DETECTIVE SUV SETUP** | | |
| | | |
| (VEHICLE TYPES COULD INCLUDE: FORD EXPLORER, DODGE DURANGO, CHEVY TRAVERSE, JEEP GRAND CHEROKEE) | | Included |
| WHELEN HHS HAND HELD SIREN | HHS3200 | Included |
| HORN TRANSFER FOR SIREN | INCLUDED FREE | Included |

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Products Sheet

| | | |
|---|---|---|
| 2 LED'S IN GRILL (MUST BE TINTED OR SMOKED TO ASSIST IN CONCEALMENT) | TLIJ | Included |
| 2 LED'S ONE ON EACH SIDE DOOR FACING SIDEWAYS | IONJ | Included |
| 80AMP WATERPROOF CIRCUIT BREAKER | 183-0008 | Included |
| REAR 8 POD WARNING AND ARROW STICK ON REAR DECK | COMMANDERPLUS6-4B2R | Included |
| SPEAKER | SA315P + SAK | Included |
| THREE OUTLET CIGAR PLUG ON PASSENGER SIDE WIRED TO BREAKER WITH 15 AMP FUSE | 14.0553 | Included |
| HIGH BEAM WIG WAG FLASHER | ETHFSS-SP-ISO | Included |
| 2 LED'S INTO MULTI LAYERED HEADLIGHTS (MUST BE PROPERLY SEALED) | VTX609J | Included |
| 2 LED'S INTO REAR TAIL LIGHT AREA (MUST BE PROPERLY SEALED) | VTX609J | Included |
| 2 DUAL LED'S IN FRONT WINDOW UPPER (ONE ON DRIVER AND ONE ON PASSENGER SIDE) | SFIONJ | Included |
| | | |
| **Total Bundled Price** | | $2,290.00 |
| | | |
| **BASIC FIRE INSPECTOR VEHICLE SETUP** | | |
| | | |
| (VEHICLE TYPES COULD INCLUDE: FORD F-150, F-250, Chevy Silverado1500 & 2500, Dodge Ram 1500 & 2500) | | Included |
| 50AMP WATERPROOF CIRCUIT BREAKER | 183-0008 | Included |
| 2 LED'S IN GRILL | TLIR | Included |
| REAR 8 POD WARNING AND ARROW STICK MOUNTED IN REAR WINDOW OR TOPPER | COMMANDERPLUS8-4A4R | Included |
| THREE OUTLET CIGAR PLUG ON PASSENGER SIDE WIRED TO BREAKER WITH 15 AMP FUSE | 14.0553 | Included |
| HIGH BEAM WIG WAG FLASHER | ETHFSS-SP-ISO | Included |
| 2 LED'S INTO MULTI LAYERED HEADLIGHTS (MUST BE PROPERLY SEALED) | VTX609D | Included |
| 2 LED'S INTO REAR TAIL LIGHT AREA (MUST BE PROPERLY SEALED) | VTX609D | Included |
| 2 DUAL LED'S IN FRONT WINDOW UPPER (ONE ON DRIVER AND ONE ON PASSENGER SIDE) | SFIONR | Included |
| | | |

| | | |
|---|---|---|
| Total Bundled Price | | $1,575.00 |
| | | |
| **MARKED FIRE VEHICLE WITH LIGHTBAR SETUP** | | |
| | | |
| (VEHICLE TYPES COULD INCLUDE: FORD F-150, F-250, CHEVY TAHOE) | *EXAMPLE DONE SPECIFICALLY AS 2018 F150 | Included |
| WHELEN LOW PROFILE LEGACY DUO COLOR LIGHTBAR FULL SIZE ON ROOF | GB8-STT-RR & STPKT | Included |
| CENCOM CARBIDE SIREN WITH FULL TOUCHPAD | CCSRN5 & CANCTL7 & CC5K1 | Included |
| HORN TRANSFER FOR SIREN | INCLUDED FREE | Included |
| SECONDARY SIREN AMP FOR DUAL TONE FUNCTION | CCSRN4DA | Included |
| 80AMP WATERPROOF CIRCUIT BREAKER | 183-0008 | Included |
| 2 LED'S IN GRILL | MCRNSR | Included |
| REAR 8 POD WARNING AND ARROW STICK MOUNTED IN REAR WINDOW OR TOPPER | COMMANDERPLUS8-4R4A | Included |
| THREE OUTLET CIGAR PLUG ON PASSENGER SIDE WIRED TO BREAKER WITH 15 AMP FUSE | 14.0553 | Included |
| HIGH BEAM WIG WAG FLASHER | ETHFSS-SP-ISO | Included |
| 2 LED'S INTO MULTI LAYERED HEADLIGHTS (MUST BE PROPERLY SEALED) | VTX609D | Included |
| 2 LED'S INTO REAR TAIL LIGHT AREA (MUST BE PROPERLY SEALED) | VTX609D | Included |
| FULL CONSOLE WITH: | C-1800 & C-TMW-F150-03 | Included |
| ARM REST COMPUTER MOUNT WITH TILT/SWIVEL MOTION DEVICE | C-ARM-101 & C-MD-131 & C-HDM-209 | Included |
| HAVIS UNIVERSAL LOCKING TRAY FOR COMPUTER | UT-1003 | Included |
| GO RHINO PUSH BUMPER | 3295B | Included |
| 2 WHELEN SLIMLINE SPEAKERS MOUNTED TO PUSH BUMPER | SA315P & SAK1 | Included |
| 6 POD STICK ON PUSH BUMPER FACING FORWARD WARNING ONLY | COMMANDERPLUS6-3R3W | Included |
| 2 WHELEN DUAL LED LIGHTS MOUNTED VERICALLY ONE ON EACH SIDE OF PUSH BUMPER | TLIR | Included |
| | | |
| **Total Bundled Price** | | $5,787.00 |
| | | |
| **UNMARKED FIRE ADMIN VEHICLE SETUP** | | |
| | | |

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Products Sheet

| | | |
|---|---|---|
| (VEHICLE TYPES COULD INCLUDE: FORD INTERCEPTOR SUV, DODGE DURANGO, CHEVY TAHOE) | * EXAMPLE DONE SPECIFICALLY AS EXPLORER | Included |
| CENCOM CARBIDE SIREN WITH FULL TOUCHPAD | CCSRN5 & CANCTL7 & CC5K1 | Included |
| HORN TRANSFER FOR SIREN | INCLUDED FREE | Included |
| SECONDARY SIREN AMP FOR DUAL TONE FUNCTION | CCSRN4DA | Included |
| 80 AMP WATERPROOF CIRCUIT BREAKER | 183-0008 | Included |
| TREMCO ANTI THEFT DEVICE | TREMCO-EXPLORER | Included |
| WHELEN INNER EDGE (FULL UPPER FRONT) FULL DUO R /W | UPGRADED TO ISFW34X FULL DUO ALL RED THEN ALL WHITE | Included |
| REAR WINDOW 6 POD WARNING AND ARROW STICK FULL DUO | UPGRADED TO TANF6 FULL RED WARNING AND AMBER ARR | Included |
| FULL CONSOLE WITH: | C-VS-1308-INUT | Included |
| ARM REST | C-ARM-101 | Included |
| COMPUTER MOUNT TO CONSOLE WITH TILT/SWIVEL MOTION DEVICE | C-MD-131 & C-HDM-214 | Included |
| HAVIS UNIVERSAL LOCKING TRAY FOR COMPUTER | UT-1003 | Included |
| THREE OUTLET CIGAR PLUG ON CONSOLE | C-LP-3 | Included |
| DUAL CUP HOLDER | C-CUP2-I | Included |
| SHUTDOWN TIMER TO SUPPLY POWER TO CIGAR PLUGS AND PRINTER | CG-X | Included |
| PRE-WIRE 14/2 WHIP TO CENTER CAGE ARE FOR FUTURE GUN LOCK &PROGRAM SIREN | INCLUDED FREE | Included |
| HIGH BEAM WIG WAG FLASHER | ETHFSS-SP-ISO | Included |
| 2 60" WHELEN RUNNING BOARD TRACER LIGHTHEADS (DUO COLOR) | TCRHD5-EDEDE & TCRB34 | Included |
| 2 LED'S INTO MULTI LAYERED HEADLIGHTS (MUST BE PROPERLY SEALED) | IOND | Included |
| 2 LED'S INTO REAR TAIL LIGHT AREA (MUST BE PROPERLY SEALED) | VTX609D | Included |
| 2 LED'S IN SIDE CARGO WINDOWS | IOND | Included |
| SIREN PROGRAMMED FOR DUAL TONE FUNCTIONS PER BSO FLEET | INCLUDED FREE | Included |
| LIGHTBAR PROGRAMMED FOR DUAL COLOR FUNCTIONS PER BSO FLEET | INCLUDED FREE | Included |
| WIRE FOR IN-CAR RADIO AND INSTALL 800mhz ROOF MOUNT ANTENNA | NMOM-5 PLUS ASNM-811 WHIP | Included |
| | | |
| **Total Bundled Price** | | $6,785.00 |
| | | |

# Bid #18006AG - Emergency Equipment for Vehicles for Broward Sheriff's Office

Creation Date **Nov 8, 2017** End Date **Mar 1, 2018 3:00:00 PM EST**

Start Date **Feb 1, 2018 9:28:15 AM EST** Awarded Date **Not Yet Awarded**

**18006AG--01-01** PATROL DODGE CHARGER SETUP

| Supplier | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
|---|---|---|---|---|---|
| Strobes-R-Us | First Offer - $7,375.00 | 200 / each | $1,475,000.00 | Y | Y |
| **Product Code:**<br>**Agency Notes:** | | **Supplier Product Code:**<br>**Supplier Notes:** PLEASE NOTE: WE FEEL THAT THIS VEHICLE NEEDS A TRUNK STORAGE DOOR TO SECURELY MOUNT THE SIREN, BREAKER AND ELECTRICAL CONNECTIONS. ALTHOUGH NOT REQUESTED, WE ARE PROVIDING A TRUNK ELECTRONICS MOUNTING PKG AT NO CHARGE AND INCLUDING IT IN THE PRICING SHOWN HERE ON OUR BID. WE FEEL STRONGLY THAT THIS ITEM IS IMPORTANT TO PROPERLY BUILDING THIS VEHICLE IN A SAFE MANNER. | | | |
| Dana Safety Supply **[Ad]** | First Offer - $9,467.00 | 200 / each | $1,893,400.00 | Y | Y |
| **Product Code:**<br>**Agency Notes:** | | **Supplier Product Code:**<br>**Supplier Notes:** | | | |

**18006AG--01-02** PATROL FORD INTERCEPTOR SUV SETUP

| Supplier | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
|---|---|---|---|---|---|
| Strobes-R-Us | First Offer - $9,555.00 | 200 / each | $1,911,000.00 | | Y |
| **Product Code:**<br>**Agency Notes:** | | **Supplier Product Code:**<br>**Supplier Notes:** PLEASE NOTE: WE FEEL THAT THIS VEHICLE NEEDS A TRUNK STORAGE DOOR TO SECURELY MOUNT THE SIREN, BREAKER AND ELECTRICAL CONNECTIONS. ALTHOUGH NOT REQUESTED, WE ARE PROVIDING A TRUNK ELECTRONICS MOUNTING PKG AT NO CHARGE AND INCLUDING IT IN THE PRICING SHOWN HERE ON OUR BID. WE FEEL STRONGLY THAT THIS ITEM IS IMPORTANT TO PROPERLY BUILDING THIS VEHICLE IN A SAFE MANNER. | | | |
| Dana Safety Supply **[Ad]** | First Offer - $12,157.00 | 200 / each | $2,431,400.00 | | Y |
| **Product Code:**<br>**Agency Notes:** | | **Supplier Product Code:**<br>**Supplier Notes:** | | | |

**18006AG--01-03** UNDERCOVER DETECTIVE SEDAN SETUP

| Supplier | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
|---|---|---|---|---|---|
| Strobes-R-Us | First Offer - $2,375.00 | 100 / each | $237,500.00 | | Y |
| **Product Code:**<br>**Agency Notes:** | | **Supplier Product Code:**<br>**Supplier Notes:** | | | |
| Dana Safety Supply **[Ad]** | First Offer - $2,592.00 | 100 / each | $259,200.00 | | Y |
| **Product Code:**<br>**Agency Notes:** | | **Supplier Product Code:**<br>**Supplier Notes:** | | | |

**18006AG--01-04** UNDERCOVER DETECTIVE SUV SETUP TO INCLUDE

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Strobes-R-Us | First Offer - $2,290.00 | 100 / each | $229,000.00 | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |
| Dana Safety Supply **[Ad]** | First Offer - $2,592.00 | 100 / each | $259,200.00 | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |

**18006AG--01-05** BASIC FIRE INSPECTOR VEHICLE SETUP TO INCLUDE

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Strobes-R-Us | First Offer - $1,575.00 | 50 / each | $78,750.00 | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |
| Dana Safety Supply **[Ad]** | First Offer - $1,781.00 | 50 / each | $89,050.00 | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |

**18006AG--01-06** MARKED FIRE VEHICLE WITH LIGHTBAR SETUP

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Strobes-R-Us | First Offer - $5,787.00 | 50 / each | $289,350.00 | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |
| Dana Safety Supply **[Ad]** | First Offer - $7,666.00 | 50 / each | $383,300.00 | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |

**18006AG--01-07** WHELEN ENGINEERING

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Strobes-R-Us | First Offer - 45.00% | 1 / each | 45.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |
| Dana Safety Supply **[Ad]** | First Offer - 36.00% | 1 / each | 36.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |

**18006AG--01-08** CODE 3 PSE

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Dana Safety Supply **[Ad]** | First Offer - 44.00% | 1 / each | 44.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |
| Strobes-R-Us | First Offer - 25.00% | 1 / each | 25.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |

**18006AG--01-09** ECCO/PSE AMBER

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Dana Safety Supply **[Ad]** | First Offer - 44.00% | 1 / each | 44.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |
| Strobes-R-Us | First Offer - 25.00% | 1 / each | 25.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: ECCO NO LONGER PUBLISHEES LIST PRICE. THEY NOW USE THE TERM "FLEET" TO DESCRIBE LIST PRICE. WE ARE QUOTING 25% DISCOUNT OFF OF "FLEET" PRICE LIST | | | |

**18006AG--01-10** PRO-GARD

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Dana Safety Supply [Ad] | First Offer - 26.00% | 1 / each | 26.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |
| Strobes-R-Us | First Offer - 25.00% | 1 / each | 25.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |

**18006AG--01-11** RAY ALLEN

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Strobes-R-Us | First Offer - 10.00% | 1 / each | 10.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |
| Dana Safety Supply [Ad] | First Offer - 10.00% | 1 / each | 10.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |

**18006AG--01-12** ACE K9

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Strobes-R-Us | First Offer - 7.00% | 1 / each | 7.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |
| Dana Safety Supply [Ad] | First Offer - 5.00% | 1 / each | 5.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |

**18006AG--01-13** HAVIS SHIELDS

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Strobes-R-Us | First Offer - 35.00% | 1 / each | 35.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |
| Dana Safety Supply [Ad] | First Offer - 28.00% | 1 / each | 28.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |

**18006AG--01-14** JOTTO

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Dana Safety Supply [Ad] | First Offer - 30.00% | 1 / each | 30.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: This is for computer mounts only. | | | |
| Strobes-R-Us | First Offer - 20.00% | 1 / each | 20.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |

**18006AG--01-15** SOUNDOFF INC

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|

| | | | | | |
|---|---|---|---|---|---|
| Dana Safety Supply [Ad] | First Offer - 50.00% | 1 / each | 50.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |
| Strobes-R-Us | First Offer - 40.00% | 1 / each | 40.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |

**18006AG--01-16** AMERICAN ALUMINUM

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Strobes-R-Us | First Offer - 10.00% | 1 / each | 10.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |
| Dana Safety Supply [Ad] | First Offer - 10.00% | 1 / each | 10.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |

**18006AG--01-17** TREMCO

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Strobes-R-Us | First Offer - 20.00% | 1 / each | 20.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |
| Dana Safety Supply [Ad] | First Offer - 10.00% | 1 / each | 10.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |

**18006AG--01-18** GO-RHINO

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Dana Safety Supply [Ad] | First Offer - 25.00% | 1 / each | 25.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |
| Strobes-R-Us | First Offer - 22.00% | 1 / each | 22.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |

**18006AG--01-19** D&R ELECTRONICS

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Strobes-R-Us | First Offer - 25.00% | 1 / each | 25.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |
| Dana Safety Supply [Ad] | First Offer - 25.00% | 1 / each | 25.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |

**18006AG--01-20** TROY PRODUCTS

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Dana Safety Supply [Ad] | First Offer - 29.00% | 1 / each | 29.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |
| Strobes-R-Us | First Offer - 20.00% | 1 / each | 20.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |

**18006AG--01-21** BOSS STRONG BOX

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Strobes-R-Us | First Offer - 10.00% | 1 / each | 10.00% | | Y |

| Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |
|---|---|---|---|---|---|
| Dana Safety Supply [Ad] | First Offer - 0.00% | 1 / each | 0.00% | | Y |
| Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: NO BID | | | |

**18006AG--01-22 TUF-LOC/ESMET**

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Dana Safety Supply [Ad] | First Offer - 20.00% | 1 / each | 20.00% | | Y |
| Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |
| Strobes-R-Us | First Offer - 15.00% | 1 / each | 15.00% | | Y |
| Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |

**18006AG--01-23 SIGNAL VEHICLE PRODUCTS**

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Strobes-R-Us | First Offer - 45.00% | 1 / each | 45.00% | | Y |
| Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |
| Dana Safety Supply [Ad] | First Offer - 30.00% | 1 / each | 30.00% | | Y |
| Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |

**18006AG--01-24 WANCO**

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Strobes-R-Us | First Offer - 10.00% | 1 / each | 10.00% | | Y |
| Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |
| Dana Safety Supply [Ad] | First Offer - 10.00% | 1 / each | 10.00% | | Y |
| Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |

**18006AG--01-25 SHO-ME/ABLE 2**

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Strobes-R-Us | First Offer - 30.00% | 1 / each | 30.00% | | Y |
| Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |
| Dana Safety Supply [Ad] | First Offer - 30.00% | 1 / each | 30.00% | | Y |
| Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |

**18006AG--01-26 BROOKING INDUSTRIES**

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Dana Safety Supply [Ad] | First Offer - 38.00% | 1 / each | 38.00% | | Y |
| Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |
| Strobes-R-Us | First Offer - 32.00% | 1 / each | 32.00% | | Y |
| Product Code: Agency Notes: | | Supplier Product Code: Supplier Notes: | | | |

**18006AG--01-27 RAM MOUNT**

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|

| | | | | | |
|---|---|---|---|---|---|
| Dana Safety Supply [Ad] | First Offer - 35.00% | 1 / each | 35.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |
| Strobes-R-Us | First Offer - 15.00% | 1 / each | 15.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |

**18006AG--01-28** TRUCK VAULT

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Strobes-R-Us | First Offer - 8.00% | 1 / each | 8.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |
| Dana Safety Supply [Ad] | First Offer - 5.00% | 1 / each | 5.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |

**18006AG--01-29** AKRON BRASS/WELDON

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Strobes-R-Us | First Offer - 20.00% | 1 / each | 20.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |
| Dana Safety Supply [Ad] | First Offer - 0.00% | 1 / each | 0.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |

**18006AG--01-30** LIND ELECTRONICS

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Strobes-R-Us | First Offer - 10.00% | 1 / each | 10.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |
| Dana Safety Supply [Ad] | First Offer - 5.00% | 1 / each | 5.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |

**18006AG--01-31** SANTA CRUZ

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Dana Safety Supply [Ad] | First Offer - 25.00% | 1 / each | 25.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |
| Strobes-R-Us | First Offer - 20.00% | 1 / each | 20.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |

**18006AG--01-32** TUFFY

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Strobes-R-Us | First Offer - 10.00% | 1 / each | 10.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |
| Dana Safety Supply [Ad] | First Offer - 5.00% | 1 / each | 5.00% | | Y |
| Product Code:<br>Agency Notes: | | Supplier Product Code:<br>Supplier Notes: | | | |

**18006AG--01-33** SETINA

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Dana Safety Supply [Ad] | First Offer - 30.00% | 1 / each | 30.00% | | Y |

| | | | | | |
|---|---|---|---|---|---|
| **Product Code:**<br>**Agency Notes:** | | **Supplier Product Code:**<br>**Supplier Notes:** 14% Setina lighted push bumpers.<br>14% Setina Blac-Rac. | | | |
| Strobes-R-Us | First Offer - 5.00% | 1 / each | 5.00% | | Y |
| **Product Code:**<br>**Agency Notes:** | | **Supplier Product Code:**<br>**Supplier Notes:** | | | |

**18006AG--01-34** BROTHERS

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Strobes-R-Us | First Offer - 5.00% | 1 / each | 5.00% | | Y |
| **Product Code:**<br>**Agency Notes:** | | **Supplier Product Code:**<br>**Supplier Notes:** | | | |
| Dana Safety Supply **[Ad]** | First Offer - 5.00% | 1 / each | 5.00% | | Y |
| **Product Code:**<br>**Agency Notes:** | | **Supplier Product Code:**<br>**Supplier Notes:** | | | |

**18006AG--01-35** FIRE RESEARCH CORP (FRC)

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Dana Safety Supply **[Ad]** | First Offer - 12.00% | 1 / each | 12.00% | | Y |
| **Product Code:**<br>**Agency Notes:** | | **Supplier Product Code:**<br>**Supplier Notes:** | | | |
| Strobes-R-Us | First Offer - 5.00% | 1 / each | 5.00% | | Y |
| **Product Code:**<br>**Agency Notes:** | | **Supplier Product Code:**<br>**Supplier Notes:** | | | |

**18006AG--01-36** FEDERAL SIGNAL

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Strobes-R-Us | First Offer - 15.00% | 1 / each | 15.00% | | Y |
| **Product Code:**<br>**Agency Notes:** | | **Supplier Product Code:**<br>**Supplier Notes:** | | | |
| Dana Safety Supply **[Ad]** | First Offer - 0.00% | 1 / each | 0.00% | | Y |
| **Product Code:**<br>**Agency Notes:** | | **Supplier Product Code:**<br>**Supplier Notes:** | | | |

**18006AG--01-37** LABOR RATE

| Supplier | Unit Price | Qty/Unit | Total Price | Attch | Docs |
|---|---|---|---|---|---|
| Strobes-R-Us | First Offer - $55.00 | 1 / each | $55.00 | | Y |
| **Product Code:**<br>**Agency Notes:** | | **Supplier Product Code:**<br>**Supplier Notes:** | | | |
| Dana Safety Supply **[Ad]** | First Offer - $58.00 | 1 / each | $58.00 | | Y |
| **Product Code:**<br>**Agency Notes:** | | **Supplier Product Code:**<br>**Supplier Notes:** | | | |

**Supplier Totals**

f Strobes-R-Us $4,220,655.00 (37/37 items)

Bid Contact **Tomer Hanina**
**SALES@SRUS.COM**
**Ph 954-946-9955**
**Fax 954-946-9677**

Address **2681 Hammondville Road**
**POMPANO BEACH, FL 33069**

**Agency Notes:**

**Supplier Notes:**

**Head Attch:**

f Dana Safety Supply [Ad] $5,315,608.00 (37/37 items)

Bid Contact **Mark Sevigny**
**msevigny@1dss.com**
**Ph 336-854-5536**
**Fax 813-348-0450**

Address **5221 W. Market St.**
**Greensboro, NC 27409**

Supplier Code 246750

**Agency Notes:**

**Supplier Notes:**

**Head Attch:**

**

## Strobes-R-Us

Bid Contact: Tomer Hanina
SALES@SRUS.COM
Ph 954-946-9955
Fax 954-946-9677

Address: 2681 Hammondville Road
POMPANO BEACH, FL 33069

| Item # | Line Item | Notes | Unit Price | Qty/Unit | | Attch. | Docs |
|---|---|---|---|---|---|---|---|
| 18006AG-01-01 | PATROL DODGE CHARGER SETUP | Supplier Product Code: Supplier Notes: PLEASE NOTE WE FEEL THAT THIS VEHICLE NEEDS A TRUNK STORAGE DOOR TO SECURELY MOUNT THE SIREN, BREAKER AND ELECTRICAL CONNECTIONS. ALTHOUGH NOT REQUESTED, WE ARE PROVIDING A TRUNK ELECTRONICS MOUNTING PKG AT NO CHARGE AND INCLUDING IT IN THE PRICING SHOWN HERE ON OUR BID. WE FEEL STRONGLY THAT THIS ITEM IS IMPORTANT TO PROPERLY BUILDING THIS VEHICLE IN A SAFE MANNER. | First Offer - $7,375.00 | 200 / each | $1,475,000.00 | Y | Y |

| | | | | | | |
|---|---|---|---|---|---|---|
| 18006AG--01-02 | PATROL FORD INTERCEPTOR SUV SETUP | **Supplier Product Code:** **Supplier Notes:** PLEASE NOTE: WE FEEL THAT THIS VEHICLE NEEDS A TRUNK STORAGE DOOR TO SECURELY MOUNT THE SIREN, BREAKER AND ELECTRICAL CONNECTIONS. ALTHOUGH NOT REQUESTED, WE ARE PROVIDING A TRUNK ELECTRONICS MOUNTING PKG AT NO CHARGE AND INCLUDING IT IN THE PRICING SHOWN HERE ON OUR BID. WE FEEL STRONGLY THAT THIS ITEM IS IMPORTANT TO PROPERLY BUILDING THIS VEHICLE IN A SAFE MANNER. | **First Offer -** $9,555.00 | 200 / each | **$1,911,000.00** | Y |
| 18006AG--01-03 | UNDERCOVER DETECTIVE SEDAN SETUP | **Supplier Product Code:** | **First Offer -** $2,375.00 | 100 / each | **$237,500.00** | Y |
| 18006AG--01-04 | UNDERCOVER DETECTIVE SUV SETUP TO INCLUDE | **Supplier Product Code:** | **First Offer -** $2,290.00 | 100 / each | **$229,000.00** | Y |
| 18006AG--01-05 | BASIC FIRE INSPECTOR | **Supplier Product** | **First Offer -** $1,575.00 | 50 / each | **$78,750.00** | Y |

| | | | | | | |
|---|---|---|---|---|---|---|
| | VEHICLE SETUP TO INCLUDE | **Code:** | | | | |
| 18006AG--01-06 | MARKED FIRE VEHICLE WITH LIGHTBAR SETUP | **Supplier Product Code:** | **First Offer -** $5,787.00 | 50 / each | **$289,350.00** | Y |
| 18006AG--01-07 | WHELEN ENGINEERING | **Supplier Product Code:** | **First Offer -** 45.00% | 1 / each | **45.00%** | Y |
| 18006AG--01-08 | CODE 3 PSE | **Supplier Product Code:** | **First Offer -** 25.00% | 1 / each | **25.00%** | Y |
| 18006AG--01-09 | ECCO/PSE AMBER | **Supplier Product Code:** **Supplier Notes:** ECCO NO LONGER PUBLISHEES LIST PRICE. THEY NOW USE THE TERM "FLEET" TO DESCRIBE LIST PRICE. WE ARE QUOTING 25% DISCOUNT OFF OF "FLEET" PRICE LIST | **First Offer -** 25.00% | 1 / each | **25.00%** | Y |
| 18006AG--01-10 | PRO-GARD | **Supplier Product Code:** | **First Offer -** 25.00% | 1 / each | **25.00%** | Y |
| 18006AG--01-11 | RAY ALLEN | **Supplier Product Code:** | **First Offer -** 10.00% | 1 / each | **10.00%** | Y |
| 18006AG--01-12 | ACE K9 | **Supplier Product Code:** | **First Offer -** 7.00% | 1 / each | **7.00%** | Y |
| 18006AG--01-13 | HAVIS SHIELDS | **Supplier Product Code:** | **First Offer -** 35.00% | 1 / each | **35.00%** | Y |
| 18006AG--01-14 | JOTTO | **Supplier Product Code:** | **First Offer -** 20.00% | 1 / each | **20.00%** | Y |

| | | | | | | |
|---|---|---|---|---|---|---|
| 18006AG--01-15 | SOUNDOFF INC | Supplier Product Code: | First Offer - 40.00% | 1 / each | 40.00% | Y |
| 18006AG--01-16 | AMERICAN ALUMINUM | Supplier Product Code: | First Offer - 10.00% | 1 / each | 10.00% | Y |
| 18006AG--01-17 | TREMCO | Supplier Product Code: | First Offer - 20.00% | 1 / each | 20.00% | Y |
| 18006AG--01-18 | GO-RHINO | Supplier Product Code: | First Offer - 22.00% | 1 / each | 22.00% | Y |
| 18006AG--01-19 | D&R ELECTRONICS | Supplier Product Code: | First Offer - 25.00% | 1 / each | 25.00% | Y |
| 18006AG--01-20 | TROY PRODUCTS | Supplier Product Code: | First Offer - 20.00% | 1 / each | 20.00% | Y |
| 18006AG--01-21 | BOSS STRONG BOX | Supplier Product Code: | First Offer - 10.00% | 1 / each | 10.00% | Y |
| 18006AG--01-22 | TUF-LOC/ESMET | Supplier Product Code: | First Offer - 15.00% | 1 / each | 15.00% | Y |
| 18006AG--01-23 | SIGNAL VEHICLE PRODUCTS | Supplier Product Code: | First Offer - 45.00% | 1 / each | 45.00% | Y |
| 18006AG--01-24 | WANCO | Supplier Product Code: | First Offer - 10.00% | 1 / each | 10.00% | Y |
| 18006AG--01-25 | SHO-ME/ABLE 2 | Supplier Product Code: | First Offer - 30.00% | 1 / each | 30.00% | Y |
| 18006AG--01-26 | BROOKING INDUSTRIES | Supplier Product Code: | First Offer - 32.00% | 1 / each | 32.00% | Y |
| 18006AG--01-27 | RAM MOUNT | Supplier Product Code: | First Offer - 15.00% | 1 / each | 15.00% | Y |
| 18006AG--01-28 | TRUCK VAULT | Supplier Product Code: | First Offer - 8.00% | 1 / each | 8.00% | Y |
| 18006AG--01-29 | AKRON BRASS/WELDON | Supplier Product Code: | First Offer - 20.00% | 1 / each | 20.00% | Y |
| 18006AG--01-30 | LIND | Supplier | First Offer - 10.00% | 1 / each | 10.00% | Y |

| | | | | | | |
|---|---|---|---|---|---|---|
| | ELECTRONICS | **Product Code:** | | | | |
| 18006AG--01-31 | SANTA CRUZ | **Supplier Product Code:** | **First Offer -** 20.00% | 1 / each | **20.00%** | Y |
| 18006AG--01-32 | TUFFY | **Supplier Product Code:** | **First Offer -** 10.00% | 1 / each | **10.00%** | Y |
| 18006AG--01-33 | SETINA | **Supplier Product Code:** | **First Offer -** 5.00% | 1 / each | **5.00%** | Y |
| 18006AG--01-34 | BROTHERS | **Supplier Product Code:** | **First Offer -** 5.00% | 1 / each | **5.00%** | Y |
| 18006AG--01-35 | FIRE RESEARCH CORP (FRC) | **Supplier Product Code:** | **First Offer -** 5.00% | 1 / each | **5.00%** | Y |
| 18006AG--01-36 | FEDERAL SIGNAL | **Supplier Product Code:** | **First Offer -** 15.00% | 1 / each | **15.00%** | Y |
| 18006AG--01-37 | LABOR RATE | **Supplier Product Code:** | **First Offer -** $55.00 | 1 / each | **$55.00** | Y |
| | | | | | Supplier Total | **$4,220,655.00** |

**Strobes-R-Us**

Item: **PATROL DODGE CHARGER SETUP**

**Attachments**

RESPONSE TO BSO BID QUESTIONS original.DOCX

Attachment_B_Proposer_s_Current_and_Past_Contracts_over_the_last_8_years.docx

CORPORATE ANNUAL REPORT.pdf

INSURANCE CERTIFICATE.PDF

manufacturer certifications.pdf

Attachment_A_ALTERNATIVE_OR_EQUIVALENT_BUNDLED_PRODUCT_PRICE_SHEET_FINAL.xlsx

SUPPLIER RESPONSE TO BID 18006AG "QUESTIONNAIRE" SECTION

STROBES-R-US INC.

QUESTION 1.

HOW DOES STROBES-R-US INTEND TO COMPLY WITH THE ELEMENTS INDICATED IN THIS RFP?

RESPONSE TO QUESTION 1

STROBES-R-US HAS BEEN IN BUSINESS FOR EIGHTEEN YEARS. DURING THAT TIME, WE HAVE CONTINUOUSLY EVOLVED TO MEET THE NEEDS OF OUR CUSTOMERS. WE HAVE ALSO INVESTED HEAVILY IN TECHNOLOGY SUCH AS BARCODING INCLUDING HAND HELD BARCODE SCANNERS AND ADVANCED INVENTORY CONTROL SYSTEMS. THESE ALLOW US TO EASILY TRACK THE STATUS OF CURRENT, FUTURE, AND COMPLETED JOBS. WE BELIEVE IN INVESTING IN SPARE PARTS AND INVENTORY. HAVING TO PULL VEHICLES OUT OF SERVICE FOR WEEKS AT A TIME WHILE WAITING FOR REPAIR PARTS IS NON-BENEFICIAL FOR THE END USER OR THE INSTALL FACILITY. WE ALSO INVEST HEAVILIY IN OUR PERSONNEL, ENSURING A TOP-NOTCH INTERNAL TRAINING PROGRAM. ALL OF THESE KEY ITEMS, IN ADDITION TO EIGHTEEN YEARS OF PRODUCING QUALITY, ON-TIME INSTALLATIONS, MAKE COMPLYING WITH THIS RFP A "STANDARD DAY-TO-DAY" OPERATION RATHER THAN A CHALLENGE. BUILDING QUALITY VEHICLES AND COMMUNICATING WITH CUSTOMERS IN AN ORGANIZED, PROFESSIONAL MANNER IS WHAT WE DO. SUCCESS IN THESE KEY AREAS IS THE REASON THAT WE HAVE THRIVED AS A COMPANY.

QUESTION 2.

STATE THE NUMBER OF YEARS OF EXPERIENCE THAT YOUR FIRM HAS IN PROVIDING SERVICES

RESPONSE TO QUESTION 2

STROBES-R-US HAS EIGHTEEN YEARS OF EXPERIENCE, SPECIFICALLY WITH UPFITTING EMERGENCY VEHICLES. DURING THESE EIGHTEEN YEARS, THE COMPANY HAS CONTINUALLY EVOLVED TO BECOME AS EFFICIENT AS POSSIBLE.

QUESTION 3.

STATE STAFFING AND ORGANIZATIONAL STRUCTURE TO BE USED IN THIS PROJECT.

RESPONSE TO QUESTION 3

STROBES-R-US IS DIVIDED INTO TWO MAJOR AREAS; ADMINISTRATIVE STAFF AND INSTALLATION STAFF. EACH OF OUR POSITIONS HAS EVOLVED OVER TIME TO PROVIDE THE MOST EFFICIENT EXPERIENCE POSSIBLE FOR OUR CUSTOMERS.

***OUR ADMINISTRATIVE STAFF IS COMPRISED OF THE FOLLOWING POSITIONS:***

--*OPERATIONS MANAGER:* OVERSEES ALL ASPECTS OF THE DAY-TO-DAY OPERATIONS THROUGHOUT THE FACILITY.

--*FRONT OFFICE SALES STAFF:* ASSISTS CUSTOMERS WITH VEHICLE CHECKIN, OBTAINING WORK ORDERS FOR UPFITS AND REPAIRS, AND CREATING SALES ORDERS FOR PARTS SALES.

--*QUALITY CONTROL STAFF*: THIS POSITION PERSONALLY CHECKS OVER EACH VEHICLE PRIOR TO IT LEAVING OUR FACILITY. ITEMS SUCH AS TURN SIGNALS, BRAKE LIGHTS, SILICONE SEALER, AND LIGHTING OPERATION ARE THUROUGHLY CHECKED. IN ADDITION, PHOTOGRAPHS AND PROGRAMMING IS DOCUMENTED ON OUR MASTER SERVER SO THAT VEHICLE SETUPS CAN BE ACCESSED IN THE FUTURE.

--*PURCHASING STAFF:* WE HAVE CENTRALIZED OUR PURCHASING TO ENSURE THAT PARTS ARE ORDERED PROPERLY. THIS POSITION IS RESPONSIBLE FOR SUBMITTING ORDERS TO OUR MANUFACTURERS AND CONSTANTLY CHECKING ON ORDER FULFILLMENT STATUS.

--*ACCOUNTING STAFF*: WORKS DIRECTLY WITH OUR CUSTOMERS TO ENSURE THAT PURCHASE ORDERS ARE PROPERLY PROCESSED AND VEHICLES ARE PROPERLY INVOICED. THIS POSITION IS ALSO RESPONSIBLE FOR ACCOUNTS RECEIVABLE AND WORKING WITH CUSTOMERS ON CLOSING OUT OPEN BALANCES PROPERLY.

--*INVENTORY ROOM STAFF:* RESPONSIBLE FOR PICKING INVENTORY FOR INSTALLATION JOBS WITH THE USE OF HAND HELD SCANNERS. BINS ARE CREATED WITH SPECIFIC SHELF LOCATIONS AND ITEMS ARE PLACED INTO THE BIN. HAVING THESE PARTS PULLED IN ADVANCE ENSURES QUICKER TURNAROUND TIME WHEN VEHICLES ARE LOADED INTO THE BAY.

***OUR BAY STAFF IS COMPRISED OF THE FOLLOWING POSITIONS:***

--*RETAIL BAY MANAGER:* RESPONSIBLE FOR SUPERVISING THE INSTALLERS WHO ARE WORKING IN OUR RETAIL SECTION. THIS SECTION OF THE BAY FOCUSES ITS ATTENTION ON JOBS WHICH REQURE QUICK TURNAROUND, SUCH AS; REPAIRING A NON-WORKING VEHICLE, ADDING A RADAR TO AN EXISTING VEHICLE, ADDING A GUN LOCK TO AN IN-SERVICE UNIT. IN ADDITION, THE RETAIL AREA COMPLETES NON-GOVERNMENT INSTALLATIONS SUCH AS FOUR CORNER LED'S ON A CONSTRUCTION TRUCK, OR ADDING A BACKUP CAMERA TO A UTILITY VEHICLE.

--*FLEET BAY MANAGER:* RESPONSIBLE FOR MUNICIPAL INSTALLATIONS. THIS SECTION CURRENTLY HAS TWELVE BAYS AND ALLOCATES ITS RESOURCES TO "ASSEMBLY LINE" BUILDING OF GOVERNMENT FLEETS. THIS AREA CAN FOCUS ON ONE LARGE FLEET OR BREAK INTO SMALLER GROUPS TO ACCOMPLISH SEVERAL FLEETS AT ONCE, DEPENDING ON THE NEEDS OF OUR CUSTOMERS. THE STRUCTURE OF THE FLEET SECTION IS DESIGNED TO BE FLUID AND ADAPTIVE.

--*INSTALLATION TECHNICIAN:* RESPONSIBLE FOR THE ACTUAL VEHICLE UPFIT. STROBES-R-US EMPLOYS A STAFF OF PROFESSIONAL, WELL-TRAINED INSTALLERS WITH A COMBINED 140 YEARS OF EXPERIENCE IN THE FIELD.

QUESTION 4.
LIST YOUR COMPANY'S CURRENT INVENTORY OF EQUIPMENT AS IT RELATES TO THIS RFP.

RESPONSE TO QUESTION 4
STROBES-R-US BELIEVES IN INVENTORY INVESTMENT. THE COMPANY CAN NOT SUCCESSFULLY BUILD VEHICLES AND GENERATE REVENUE WITHOUT THE PROPER COMPONENTS IN STOCK. STROBES-R-US MAINTAINS APPROXIMATELY 6,000 SQUARE FEET OF INVENTORY SPACE CURRENTLY. ALTHOUGH INVENTORY NUMBERS FLUCTUATE THRUOUGHT THE YEAR, THE COMPANY MAINTAINS APPROXIMATELY 1 MILLION DOLLARS OF INVENTORY THAT IS AVAILABLE FOR PURCHASE AND USE BY OUR CUSTOMERS. FURTHERMORE, THE COMPANY MAINTAINS UPTO 1 MILLION ADDITIONAL DOLLARS OF INVENTORY THAT IS CUSTOM ORDERED PER INDIVIDUAL CUSTOMER PURCHASE ORDERS, AND AT ANY GIVEN TIME.

QUESTION 5.
IS YOUR FACILITY LOCATED IN BROWARD, PROVIDE ADDRSS AND HOW YOU INTEND TO COMPLY WITH THIS REQUIREMENT.

RESPONSE TO QUESTION 5
YES, STROBES-R-US IS IN BROWARD COUNTY. OUR PHYSICAL ADDRESS IS 2681 HAMMONDVILLE ROAD, POMPANO BEACH, FL 33069. OUR FACILITY IS A WELL-MAINTAINED, FREE-STANDING BUILDING ON A 2 ACRE PARCEL. STROBES-R-US OWNS THIS FACILITY. IT IS NOT A LEASE OR RENTAL. THIS FACILITY IS SURROUNDED BY A FULL 8 FOOT TALL PERIMITER GATE THAT IS SECURELY LOCKED WHEN THE BUSINESS IS CLOSED. IN ADDITION, WE MAINTAIN TWO COMPLETELY SEPARATE CAMERA SYSTEMS FOR REDUNDANCY. ONE ANALOG SYSTEM IS COMPRISED OF TWENTY FULL COLOR CAMERAS AND A SEPARATE DIGITAL SYSTEM IS COMPRISED OF TWENTY-FOUR 4.1MEG HIGH RESOLUTION CAMERAS. BOTH SYSTEMS RECORD 24 HOURS PER DAY. IN ADDITION, THE INSIDE SPACE OF OUR ENTIRE FACILITY IS EQUIPPED WITH A FIRE SPRINKLER SYSTEM THAT IS MONITORED 24 HOURS PER DAY TO SAFEGUARD THE VEHICLES THAT ARE IN OUR POSESSION. AT STROBES-R-US, YOUR VEHICLES ARE SAFE AND SECURED AT ALL TIMES.

QUESTION 6.
DOES YOUR COMPANY HAVE THE FACILITIES TO RECEIVE VEHICLES DIRECTLY FROM THE FACTORY AND STORE THEM UNTIL THEY ARE FITTED TO PERFORM THE INITIAL PDI?

RESPONSE TO QUESTION 6
YES, STROBES-R-US HAS ALREADY DEMONSTRATED AN ABILITY TO RECEIVE VEHICLES FROM BOTH DEALERSHIPS AND FACTORY-DIRECT. IN THE CASE OF DODGE/CHRYSLER PRODUCTS, STROBES-R-US HAS A DROPSHIP CODE AND IS A CERTIFIED PDI FACILITY. WE MAINATIN AN ASE CERTIFIED STAFF MEMBER THAT CAN GO THRU THE MANUFACTURER REQUIRED PDI CHECKLIST AND THEN LOG IN TO DODGE/CHRYSLER DIRECTLY THRU OUR "UPFITTER PORTAL" TO MARK THAT EACH VEHICLE HAS PASSED PDI. UP TO 75 VEHICLES CAN BE STORED ON OUR PROPERTY FOR UPFIT. ANY EXCESS VEHICLES ARE THEN TRANSPORTED BY OUR OFFICE STAFF TO THE OFF-SITE HOLDING AREA DESIGNATED BY BROWARD SHERIFF'S OFFICE. THIS ENTIRE PROCESS IS CURRENTLY COMPLETED BY STROBES-R-US STAFF WITHOUT THE NEED FOR DEPARTMENT RESOURCES.

QUESTION 7.

PROVIDE SPECIAL FEATURES, QUALIFICATIONS, CORPORATE STRENGHTS, AND ANY OTHER FACTORS THAT ARE RELEVENT TO THIS SELECTION PROCESS.

RESPONSE TO QUESTION 7

STROBES-R-US IS A COMPANY THAT HAS GROWN ORGANICALLY. THIS SUCCESS OF THIS COMPANY IS DIRECTLY ATTRIBUTED TO A CONTINUAL, STABLE GROWTH THAT STARTED WITH A STAFF OF TWO AND IS NOW A PROFESSIONAL COMPANY COMPRISED OF TWENTY-FIVE. STROBES-R-US HAS NO DEBT. THE COMPANY OWNS ITS BUILDING, AS WELL AS ITS INVENOTRY AND EQUIPMENT. THIS CORPORATE STABILITY IN TURN LEADS TO EMPLOYEE STABILITY. BOTH OWNERS OF THE COMPANY ARE STATE CERTIFIED LAW ENFORCMENT OFFICERS AND ONE HAS ADDITIONALLY BEEN A STATE CERTIFIED FIRE FIGHTER. DIRECT KNOWLEDGE AND REAL LIFE EXPERIENCE WITH "IN SERVICE" USE OF THIS EQUIPMENT HAS HELPED TO ENSURE THAT STROBES-R-US, ALONG WITH OUR CUSTOMERS, CAN DESIGN SYSTEMS THAT ARE SAFER FOR THE OFFICERS INVOLVED, AND UTILIZE CONSISTANT VEHICLE LAYOUT PRACTICES SO THAT MUSCLE MEMORY CAN DEVELOP.

QUESTION 8.

PLEASE DESCRIBE YOUR CURRENT TRAINING PROGRAM FOR THE EMPLOYEES THAT WILL BE ASSIGNED TO THIS CONTRACT

RESPONSE TO QUESTION 8

STROBES-R-US BELIEVES THAT TRAINING IS KEY TO THE SUCCESS OF THIS COMPANY. EACH POSITION WITHIN THE COMPANY HAS A MANUAL DETAILING THE REQUIREMENTS OF THE POSITION AND STANDARDIZING THE OPERATIONAL METHODS THAT ARE USED TO ACCOMPLISH THE SPECIFIC JOB REQUIREMENTS OF EACH JOB. STROBES-R-US HOLDS INERNAL TRAINING SPECIFIC TO EACH JOB CATEGORY. INSTALLATION STAFF ARE INVITED TO PARTICIPATE IN TRAINING THAT TAKES PLACE BETWEEN 4:15PM AND 5:15PM ON AN ONGOING BASIS. A COPY OF THE CURRENT TRAINING SCHEDULE IS ATTACHED TO THIS BID AS A REFERENCE. IN ADDITION TO TRAINING, TWO BAY MANAGERS PROVIDE INSTALL STAFF WITH DIRECTION AND OVERSIGHT THROUGHOUT THE WORK DAY.

QUESTION 9.

DOES YOUR COMPANY HAVE EVT CERTIFIED TECHNICIANS AND IF YES, HOW MAY THEY BE ASSIGNED TO THE CONTRACT?

RESPONSE TO QUESTION 9

STROBES-R-US CURRENTLY HAS EIGHT EVT CERTIFIED INSTALLERS, ALL OF WHICH COULD BE ASSIGNED TO WORK ON BSO VEHICLES DURING THE CONTRACT.

QUESTION 10.

DOES YOUR COMPANY HAVE ABILITY TO PRODUCE 10 COMPLETE VEHICLES PER WEEK?

RESPONSE TO QUESTION 10

STROBES-R-US CURRENTLY CLOSES OUT BETWEEN 45 AND 55 VEHICLE SALES ORDER TICKETS PER WEEK. THESE VEHICLES ARE A MIX OF FULL PATROL CAR BUILDS, MOTORCYCLES, AS WELL AS SMALLER JOBS SUCH AS MINI LIGHTBAR INSTALLS, AND REPAIRS. ON OUR CURRENT "BUSINESS AS USUAL" SCHEDULE, WE CAN ABSOLUTELY PRODUCE 10 COMPLETE BSO VEHICLES PER WEEK. WE ARE CONFIDENT THAT WE CAN DO THIS BECAUSE WE ARE CURRENTLY EXCEEDING THIS REQUIREMENT WITH BROWARD SHERIFF'S OFFICE VEHICLES.

QUESTION 11.

INDICATE THE CURRENT MANUFACTURER CERTIFICATIONS THAT YOU MAINTAIN.

RESPONSE TO QUESTION 11

STROBES-R-US BELIEVES IN OUR MANUFACTURER RELATIONSHIPS. WE WORK HARD TO MAINTAIN THE HIGHTEST STANDARDS. OUR GOAL IS TO CONTINUALLY IMPRESS OUR CUSTOMERS AND OUR SUPPLIERS. WE FEEL THAT BY PARTICIPATING IN ALL MANUFACTURER-DRIVEN TRAINING PROGRAMS, STROBES-R-US PUTS ITSELF IN A POSITION TO RECEIVE FIRSTHAND TRAINING ON NEW PRODUCTS AND NEW PROGRAMS BEFORE THEY ARE LAUNCHED TO THE REST OF THE MARKET.

WHELEN: STROBES-R-US IS CARBIDE CERTIFIED WITH WHELEN. CARBIDE IS THE HIGHEST LEVEL OF SIREN SYSTEM. CARBIDE CERTIFICATION BY DEFAULT MEANS THAT ALL LOWER LEVEL SIREN SYSTEMS ARE CERTIFIED AS WELL.

PRO-GARD: STROBES-R-US IS A FACTORY CERTIFIED INSTALLATION FACILITY.

MOTOROLA: STROBES-R-US IS A FACTORY CERTIFIED MOTOROLA RADIO INSTALLATION PARTNER.

DODGE/CHRYSLER: DROPSHIP FACILITY AND FACTORY AUTHORIZED PDI FACILITY.

HAVIS: FACTORY CERTIFIED INSTALLATION FACILITY

SIGNAL VEHICLE PRODUCTS: FACTORY CERTIFIED INSTALLATION FACILITY

SOUNDOFF: ALTHOUGH OUR FACILITY IS NOT FACTORY CERTIFIED, WE HAVE AN INSTALLER WHO HOLDS A CERTIFICATION IN SOUNDOFF BLUEPRINT SYSTEMS

FEDERAL SIGNAL: ALTHOUGH OUR FACILITY IS NOT FACTORY CERTIFIED, WE HAVE AN INSTALLER WHO HOLDS A CERTIFICATION CALLED "FED TECH" CERTIFIED.

PANASONIC: STROBES-R-US IS FACTORY CERTIFIED FOR PANASONIC ARBITRATOR

WATCHGUARD: STROBES-R-US IS FACTORY CERTIFIED WATCHGUARD CAMERA INSTALLATION FACILITY

UTILITY: STROBES-R-US IS FACTORY CERTIFIED UTILITY CAMERA SYSTEM INSTALL FACILITY

D&R: FACTORY CERTIFIED INSTALLATION FACILITY

AMERICAN ALUMINUM: FACTORY CERTIFIED FOR BOTH K9 CELLS AND PRISONER TRANSPORT CELLS

ACE K9: FACTORY CERTIFIED K9 ELECTRONICS AND BAILOUT SYSTEMS

QUESTION 12.

STATE ANY CREDIT HOLDS WITH ANY SUPPLIER FOR THE PAST 12 MONTHS

RESPONSE TO QUESTION 12

STROBES-R-US IS A FINANCIALLY STABLE COMPANY. WE HAVE NOT HAD ANY CREDIT HOLDS WITH ANY SUPPLIERS.

Attachment "B"

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

Provide a list of all Government Contracts for the past eight (8) years for the same or similar services which are the subject of this RFP and provide all information requested below. Include any contract that has ended, terminated, expired or cancelled (collectedly "Terminated") for any reason during the past eight (8) years.

| Government Agency Name | Solicitation Type | Contract Period, including amendments and extensions (collectively "Contract Term") | Dollar Amount of Contract per year and for the Contract Term | Average Number of Vehicles processed per week | Total Number of Vehicles completed during the Contract Term | Indicate whether the contract was Terminated for any reason before the termination or expiration date of the contract, including amendments and extensions, and if so, why. |
|---|---|---|---|---|---|---|
| FORT LAUDERDALE | BID | 2009 THRU 2013 | $1M PER YR AVERAGE | 14 | 1,750 | CONTRACT FOLLOWED THRU TO COMPLETION: CURRENTLY STILL DO WORK FOR FORT LAUDERDALE AS A PIGGYBACK OF THE BSO CONTRACT. |
| MIRAMAR | BID | 2010 TO 2014 | $400,000 YR AVG | 7 | 325 | CONTRACT FOLLOWED THRU TO COMPLETION: CURRENTLY STILL DO WORK FOR MIRAMAR AS A PIGGYBACK OF BSO AND MIAMI CONTRACTS |
| BROWARD SHERIFF OFFICE | RFP | 2014 TO 2017 AND EXTENDED THRU 4-1-2018 | AT LEAST $1M PER YEAR AVERAGE | 16 PER WEEK INCLUDING DLE, FIRE, AND SID | 3,500 | CONTRACT IS STILL IN EFFECT AND WE ANTICIPATE IT WILL FOLLOW THRU TO COMPLETION |
| | | | | | | |
| NORTH-MIAMI | | 2016 TO 2020 | APPX $500,000 | ** SEE NOTE BELOW | ** SEE NOTE BELOW | CONTRACT IS STILL IN EFFECT |
| | | | | | | |
| | | | | | | |

** WE WERE ADDED TO NORTH –MIAMI CONTRACT IN 2017 AND HAVE COMPLETED AND INVOICED SIX VEHICLES AS AN EXAMPLE TO THE DEPARTMENT. THE DEPARTEMENT IS PURCHASING APPX 75 VEHICLES THIS YEAR AND WE ANTICIPATE UPFITTING THESE BEGINNING IN APRIL OR MAY TIMEFRAME

ABOVE IS A LIST OF RECENT "BIDS" AND "CONTRACTS". BELOW IS A LIST OF SEVERAL EXAMPLE AGENCIES FOR WHICH WE CURRENTLY PROVIDE UPFITTING SERVICES. ALL OF THESE AGENCIES ARE CURRENTLY PIGGYBACKING EITHER THE CITY OF NORTH-MIAMI CONTRACT OR THE BROWARD SHERIFF'S OFFICE CONTRACT.

BROWARD SHERIFF'S OFFICE FOR DLE (POLICE), FIRE, AND SID DIVISIONS
PEMBROKE PINES
BOCA RATON
HOLLYWOOD
MIRAMAR
SUNRISE
DELRAY
CORAL GABLES
JUPITER
FORT LAUDERDALE

**2018 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

**FILED**
**Jan 16, 2018**
**Secretary of State**
**CC0675788919**

DOCUMENT# P04000087325

**Entity Name:** STROBES-R-US, INC.

**Current Principal Place of Business:**

2681 HAMMONDVILLE ROAD
POMPANO BEACH, FL 33069

**Current Mailing Address:**

2681 HAMMONDVILLE ROAD
POMPANO BEACH, FL 33069 US

**FEI Number: 20-2790506**

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

SPIEGEL & UTRERA, P.A.
1840 SOUTHWEST 22 STREET, 4TH FLOOR
MIAMI, FL 33145 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: 1-16-18

Electronic Signature of Registered Agent — Date

**Officer/Director Detail :**

| | | | |
|---|---|---|---|
| Title | DPST | Title | VP |
| Name | HANINA, TOMER R | Name | HANINA, JEFFREY M |
| Address | 2681 HAMMONDVILLE ROAD | Address | 2681 HAMMONDVILLE ROAD |
| City-State-Zip: | POMPANO BEACH FL 33069 | City-State-Zip: | POMPANO BEACH FL 33069 |

*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: TOMER HANINA PRESIDENT 01/16/2018

Electronic Signature of Signing Officer/Director Detail — Date

**2017 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

**FILED**
**Jan 09, 2017**
**Secretary of State**
**CC0055457541**

DOCUMENT# P04000087325

**Entity Name:** STROBES-R-US, INC.

**Current Principal Place of Business:**

2681 HAMMONDVILLE ROAD
POMPANO BEACH, FL 33069

**Current Mailing Address:**

2681 HAMMONDVILLE ROAD
POMPANO BEACH, FL 33069 US

**FEI Number: 20-2790506**

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

SPIEGEL & UTRERA, P.A.
1840 SOUTHWEST 22 STREET, 4TH FLOOR
MIAMI, FL 33145 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: Jan-09-2017

Electronic Signature of Registered Agent — Date

**Officer/Director Detail :**

| | | | |
|---|---|---|---|
| Title | DPST | Title | VP |
| Name | HANINA, TOMER R | Name | HANINA, JEFFREY M |
| Address | 2681 HAMMONDVILLE ROAD | Address | 2681 HAMMONDVILLE ROAD |
| City-State-Zip: | POMPANO BEACH FL 33069 | City-State-Zip: | POMPANO BEACH FL 33069 |

*I hereby certify that the information indicated on this report or supplemental report is true end 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: TOMER HANINA PRESIDENT 01/09/2017

Electronic Signature of Signing Officer/Director Detail — Date

**2016 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

**FILED**
**Jan 15, 2016**
**Secretary of State**
**CC2749296561**

DOCUMENT# P04000087325

**Entity Name:** STROBES-R-US, INC.

**Current Principal Place of Business:**

2681 HAMMONDVILLE ROAD
POMPANO BEACH, FL 33069

**Current Mailing Address:**

2681 HAMMONDVILLE ROAD
POMPANO BEACH, FL 33069 US

**FEI Number: 20-2790506**

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

SPIEGEL & UTRERA, P.A.
1840 SOUTHWEST 22 STREET, 4TH FLOOR
MIAMI, FL 33145 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: 01-15-2016

Electronic Signature of Registered Agent — Date

**Officer/Director Detail :**

| | | | |
|---|---|---|---|
| Title | DPST | Title | VP |
| Name | HANINA, TOMER R | Name | HANINA, JEFFREY M |
| Address | 2681 HAMMONDVILLE ROAD | Address | 2681 HAMMONDVILLE ROAD |
| City-State-Zip: | POMPANO BEACH FL 33069 | City-State-Zip: | POMPANO BEACH FL 33069 |

*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: TOMER HANINA — PRESIDENT — 01/15/2016

Electronic Signature of Signing Officer/Director Detail — Date

18006AG

# CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY): 2/6/2018

**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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**
BB Insurance Marketing Inc
10167 W Sunrise Blvd, 3rd Floor
Plantation FL 33322

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 888-728-0817 FAX (A/C, No): 954-452-0450
E-MAIL ADDRESS: Certificates@bbimi.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Zenith Insurance Company | 13269 |
| INSURER B: Western Heritage Ins Co | 37150 |
| INSURER C: Progressive Express Ins Co | 10193 |
| INSURER D: Covington Specialty Ins Co | 13027 |
| INSURER E: Rockhill Insurance Company | 28053 |
| INSURER F: | |

**INSURED**
Strobes-R-Us Inc
2681 Hammondville Rd
Pompano Beach FL 33064

**COVERAGES** PROD / CUSTOMER ID: STROINC-01 CERTIFICATE #: 1948067236 REVISION #:

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.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | GARAGE LIABILITY<br>[ ] ALL OWNED AUTOS [ ] HIRED AUTOS ONLY<br>[X] NON-OWNED AUTOS USED IN GARAGE BUSINESS | Y | Y | CGS0039560 | 8/12/2017 | 8/12/2018 | AUTO ONLY (Ea accident) | $ |
| | | | | | | | OTHER THAN AUTO ONLY: EA ACCIDENT | $1,000,000 |
| | | | | | | | OTHER THAN AUTO ONLY: AGGREGATE | $1,000,000 |
| B | GARAGE KEEPERS LIABILITY<br>[X] LEGAL LIABILITY<br>DIRECT BASIS<br>[ ] PRIMARY [ ] EXCESS | Y | Y | CGS0039560 | 8/12/2017 | 8/12/2018 | [X] COMP / OTC SPECIFIED PERILS LOC 1 | $500,000 |
| | | | | | | | [ ] COMP / OTC SPECIFIED PERILS LOC | $ |
| | | | | | | | [X] COLLISION LOC 1 | $500,000 |
| | | | | | | | LOC | $ |
| D | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | Y | Y | VBA555000 00 | 8/12/2017 | 8/12/2018 | EACH OCCURRENCE | $1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $100,000 |
| | | | | | | | MED EXP (Any one person) | $5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | | | | | | | | $ |
| E | [X] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>DED RETENTION $ | Y | Y | RXSLWGR004464-00 | 8/12/2017 | 8/12/2018 | EACH OCCURRENCE | $1,000,000 |
| | | | | | | | AGGREGATE | $1,000,000 |
| | | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under REMARKS below | N / A | Y | Z126993304 | 2/1/2018 | 2/1/2019 | [X] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |
| C | AUTO LIABILITY | Y | Y | 03917332-1 | 9/9/2017 | 9/9/2018 | SCHEDULED AUTOS | 1,000,000 |

**REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Installer of Emergency Lighting and Electronic Accessories located at 2681 Hammondville Rd, Pompano Beach, FL 33064.
THE BROWARD COUNTY SHERIFF'S OFFICE, BSO, THE SHERIFF, BROWARD COUNTY,THE BOARD OF COMMISSIONERS OF
See Attached...

**CERTIFICATE HOLDER**

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

**CANCELLATION**

**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

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The ACORD name and logo are registered marks of ACORD

**AGENCY CUSTOMER ID:** STROINC-01

**LOC #:**

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| BB Insurance Marketing Inc | Strobes-R-Us Inc<br>2681 Hammondville Rd<br>Pompano Beach FL 33064 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 30 **FORM TITLE:** CERTIFICATE OF GARAGE INSURANCE

BROWARD COUNTY AND THEIR OFFICERS, AGENTS, EMPLOYEES AND COMMISSION MEMBERS ARE INCLUDED AS ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION WITH RESPECTS TO WORK PERFORMED BY THE NAMED INSURED.


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Havis, Inc.
75 Jacksonville Road, PO Box 2098
Warminster, PA 18974
T 800-524-9900 F 215-957-0729
www.havis.com

February 9th, 2018

Strobes R Us, Inc
2681 Hammondville Rd.
Pompano Beach, FL 33069

To Whom It May Concern:

Strobes-R-Us is an authorized Reseller for all Havis, Inc. products. They have met all necessary requirements to service, sell and install our products and have a direct account in good standing.

Please direct any questions to me at 800-524-9900.

Sincerely,

Joseph Bernert
President

Pro-gard PRODUCTS LLC

*Law Enforcement Products*

February 7, 2018

Strobes-r-us
2681 Hammondville Road
Pompano Beach, FL 33069

Re: Certificate of installation

Tom,

This letter is to certify that Strobes-r-us is an authorized dealer in good standing with Pro-gard Products, LLC. After completing an inspection of their facility and their installation processes, Pro-gard has certified that Strobes-r-us is an approved installation facility and warranty center for Pro-gard.

Mike Navarro

President

9650 East 148th Street, Noblesville, IN 46060 • p 317.579.6680 • f 317.579.6681 / 888.776.2526 • **pro-gard.com**

DocuSign Envelope ID: 1E71391E-1571-4496-8811-D9D2E94202A6

AMERICAN ALUMINUM
ACCESSORIES, INC

January 8th, 2018

Subject: American Aluminum Acc, Inc.-
Authorization of Distributor/Dealer & Installer

To Whom It May Concern:

American Aluminum hereby names Strobes R Us as it's authorized distributor/dealer & installer for purpose of the Broward Sheriff's Office Contract.

By signing this letter, American Aluminum hereby authorizes Strobes R Us To install & offer products, and services manufactured and provided by American Aluminum.

This letter is effective as of January 8th 2018, and continues for the time of the above mentioned quote or bid.

If you have any questions concerning this matter, please contact Marisol Swain at 1-800-277-0869.

Sincerely,

Dale Ernst
Business Manager, AAA Inc.

Dale Ernst

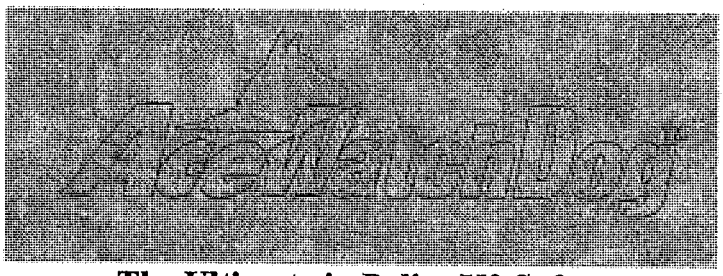
**1315 SW Commerce Way Stuart FL 34997 772-600-7574**

This letter is to certify that after completing an inspection of their facility, installation procedures, and operation:

Strobes-r-us
Tom Hanina
2681 Hammondville Road
Pompano Beach, FL 33069

Is an Authorized Reseller and Installation facility for our Police K9 Safety products.

John Johnston
President,
AceK9.com / Radiotronics, Inc.
1315 SW Commerce Way
Stuart, FL 34997
772-600-7574
www.AceK9.com



**The Ultimate in Police K9 Safety**

DocuSign Envelope ID: 1E71391E-1571-4496-8811-D9D2E94202A6


# Star Headlight & Lantern Co., Inc.

2017 Marks our 128th Year of Servicing the Railroad, Automotive, and Industrial Markets

An ISO 9001:2008 Certified Company

**Proudly Designed, Manufactured, and Assembled in the USA!**

February 6, 2018

To: Whom It May Concern:

This letter is to confirm that Strobe-R-US is a factory-authorized Distributor and Installer of Star Warning Systems products and of Star Signal Vehicle Products.

Sincerely,

Corey Weterrings

Corey Weterrings

Director of Marketing
Star Headlight & Lantern Co., Inc.

455 Rochester Street
Avon, NY 14414
Phone: 585-226-9500
Fax: 888-478-2797
www.starheadlight.com
www.facebook.com/star1889

BidSync

WATCH GUARD
DIGITAL IN CAR VIDEO

# Certificate of Completion

*presented to*

**Joseph**

*having successfully completed the training*

## 4RE Installation & Troubleshooting

*for the skills related to system installation, configuration, and troubleshooting of the WatchGuard Video 4RE Digital In-Car Video System*

**MARK MCHENRY, VICE PRESIDENT OF SERVICE AND SUPPORT**

4RE

DocuSign Envelope ID: 1E71391E-1571-4496-8811-D9D2E94202A6 Brevard Sheriff's Office

WATCH GUARD
DIGITAL IN-CAR VIDEO

# Certificate of Completion

*presented to*

**Andy**

*having successfully completed the training*

## 4RE Installation & Troubleshooting

*for the skills related to system installation, configuration, and troubleshooting of the WatchGuard Video 4RE Digital In-Car Video System*

**MARK MCHENRY, VICE PRESIDENT OF SERVICE AND SUPPORT**

4RE

DocuSign Envelope ID: 1E71391E-1571-4496-8811-D9D2E94202A6 Brownsville Sheriff's Office
BidSync
3/1/2018

BidSync

WATCH GUARD
DIGITAL IN-CAR VIDEO

# Certificate of Completion

*presented to*

**Fidel**

*having successfully completed the training*

## 4RE Installation & Troubleshooting

*for the skills related to system installation, configuration, and troubleshooting of the WatchGuard Video 4RE Digital In-Car Video System*

**MARK MCHENRY, VICE PRESIDENT OF SERVICE AND SUPPORT**

4RE

DocuSign Envelope ID: 1E71391E-1571-4496-8811-D9D2E94202A6 Broward Sheriff's Office

# WHELEN®

## Certificate of Authorization
## Sales & Service
## CANTROL® Systems

Tom

STROBES-R-US

RECEIVED UPON COMPLETION OF THE WHELEN FACTORY TRAINING CURRICULUM PROVIDED,

March 20 & 21, 2012 Deland, FL

Scott Mangan

Scott Mangan, Corporate Trainer

DocuSign Envelope ID: 1E71391E-1571-4496-8811-D9D2E94202A6
Broward Sheriff's Office
BidSync
3/7/2018

CAM #18-0721
Exhibit 1
Page 186 of 266
p. 38

WHELEN®

# Certificate of Attendance
## New Product & Technical Training

Mary

Strobes-R-Us

RECEIVED UPON COMPLETION OF THE WHELEN FACTORY TRAINING CURRICULUM PROVIDED,

January 22, 2015 Fort Lauderdale, FL

Scott Mangan

Scott Mangan, Corporate Trainer

DocuSign Envelope ID: 1E71391E-1571-4496-8811-D9D2E94202A6 Broward Sheriff's Office
BidSync
3/1/2018

CAM #18-0721
Exhibit 1
Page 187 of 266
p. 39

WHELEN®

# Certificate of Attendance
## New Product & Technical Training

Shawn

Strobes-R-Us

RECEIVED UPON COMPLETION OF THE WHELEN FACTORY TRAINING CURRICULUM PROVIDED,

January 22, 2015 Fort Lauderdale, FL

Scott Mangan

Scott Mangan, Corporate Trainer

DocuSign Envelope ID: 1E71391E-1571-4496-8811-D9D2E94202A6
Broward Sheriff's Office
BidSync
3/17/2018

# Certificate Of Achievement

**Tom**

TOUGHBOOK

Has been trained and certified on the in vehicle installation of the Arbitrator 360 Digital Video System by

Panasonic Solutions Company

Arbitrator 360°

On March 01, 2013

Signature Greg Perott

National Sales Manager, Arbitrator

Date 03/01/2013

mobile digital video system

TOUGHBOOK Arbitrator 360° mobile digital video system

Panasonic

DocuSign Envelope ID: 1E71391E-1571-4496-8811-D9D2E94202A6 Brevard Sheriff's Office

# Certificate Of Achievement

Jeffery

TOUGHBOOK

Has been trained and certified on the in vehicle installation of the Arbitrator 360 Digital Video System by

Panasonic Solutions Company

Arbitrator 360°

On March 01, 2013

Signature Greg Perrott

National Sales Manager, Arbitrator

Date 03/01/2013

mobile digital video system

Arbitrator 360°

Panasonic

DocuSign Envelope ID: 1E71391E-1571-4496-8811-D9D2E94202A6 Broward Sheriff's Office
BidSync
3/1/2018

DocuSign Envelope ID: 1E71391E-1571-4496-8811-D9D2E94202A6



# EMERGENCY VEHICLE TECHNICIAN
## CERTIFICATION COMMISSION, INC.

# Caleb

**is certified in the areas listed below:**

Expires:

**Law Enforcement Vehicle Installation Technician** **10/17/2020**

26th ANNIVERSARY EVT 1989 2015

Stephen Wilde

Stephen Wilde, President

© GOES 748

LITHO IN U.S.A.

BidSync

3/1/2018

# EMERGENCY VEHICLE TECHNICIAN

## CERTIFICATION COMMISSION, INC.

# Tom

**is certified in the areas listed below:**

Expires:

**Law Enforcement Vehicle Installation Technician** **06/06/2020**

26th ANNIVERSARY EVT 1989 2015

Stephen Wilde

Stephen Wilde, President

© GOES 748

LITHO IN U.S.A.

DocuSign Envelope ID: 1E71391E-1571-4496-8811-D9D2E94202A6

Lincoln Sheriff's Office

BidSync

3/1/2018

# EMERGENCY VEHICLE TECHNICIAN
## CERTIFICATION COMMISSION, INC.

# Jeff

**is certified in the areas listed below:**

Expires:

**Law Enforcement Vehicle Installation Technician** **06/06/2020**

26th ANNIVERSARY EVT 1989 2015

Stephen Wilde

Stephen Wilde, President

© GOES 748

LITHO IN U.S.A.

DocuSign Envelope ID: 1E71391E-1571-4496-8811-D9D2E94202A6

Lawrence County Sheriff's Office

BidSync

3/1/2018

# EMERGENCY VEHICLE TECHNICIAN

## CERTIFICATION COMMISSION, INC.

**Michael**

**is certified in the areas listed below:**

**Law Enforcement Vehicle Installation Technician**

**Expires:**

**10/16/2019**

25th ANNIVERSARY EVT 1989 2014

Stephen Wilde

Stephen Wilde, President

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3/1/2018

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# EMERGENCY VEHICLE TECHNICIAN
## CERTIFICATION COMMISSION, INC.

# Michael

**is certified in the areas listed below:**

Expires:

**Law Enforcement Vehicle Installation Technician** **01/18/2020**

26th ANNIVERSARY EVT 1989 2015

Stephen Wilde

Stephen Wilde, President

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# EMERGENCY VEHICLE TECHNICIAN

## CERTIFICATION COMMISSION, INC.

**Paul**

**is certified in the areas listed below:**

| | Expires: |
|---|---|
| **Law Enforcement Vehicle Installation Technician** | **06/06/2020** |

26th ANNIVERSARY EVT 1989 2015

Stephen Wilde

Stephen Wilde, President

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Attachment A

## ternative or Equivalent Bundled Product Price Sheet

Installation and Labor must be included in the bundled total price

| | Part Number | Price |
|---|---|---|
| | | |
| **PATROL DODGE CHARGER SETUP** | | |
| | | |
| | | |
| WHELEN LOW PROFILE LEGACY DUO COLOR LIGHTBAR FULL SIZE ON ROOF | GB8-STT-BB & STPKT37 | Included |
| CENCOM Carbide System SIREN WITH FULL TOUCHPAD | CCSRNS & CANCTL7 & CCSK3 | Included |
| HORN TRANSFER FOR SIREN | INCLUDED FREE | Included |
| SECONDARY SIREN AMP FOR DUAL TONE FUNCTION | CCSRN4DA | Included |
| 2 LED'S IN TRUNK LID TO SHOW WHEN TRUNK IS OPEN | VTX609J | Included |
| 80 AMP WATERPROOF CIRCUIT BREAKER | 183-0008 | Included |
| TREMCO ANTI THEFT DEVICE | TREMCO-CHARGER | Included |
| REAR DECK 8 POD WARNING AND ARROW STICK | COMMANDERPLUS8-6B2R | Included |
| GO RHINO PUSH BUMPER | S077A | Included |
| 2 WHELEN SLIMLINE SPEAKERS MOUNTED TO PUSH BUMPER | SA31SP & SAK1 | Included |
| 6 POD STICK ON PUSH BUMPER FACING FORWARD WARNING ONLY | COMMANDERPLUS6-4B2R | Included |
| 2 DUAL LED LIGHTS MOUNTED VERICALLY ONE ON EACH SIDE OF PUSH BUMPER | TLIJ | Included |
| UPGRADE UNITY SPOTLIGHT BULB TO LED | P46FLC | Included |
| FULL CONSOLE WITH: | C-VS-0909-CHGR-PM | Included |
| ARM REST TO HOLD PENTAX/BROTHER PRINTER | C-ARM-101 | Included |
| WIRE POWER AND USB CABLE AND PENTAX PRINTER INTO ARM REST AREA | INCLUDED FREE | Included |
| COMPUTER MOUNT TO CONSOLE WITH TILT/SWIVEL MOTION DEVICE | C-MD-131 & C-HDM-214 | Included |
| HAVIS UNIVERSAL LOCKING TRAY FOR COMPUTER | UT-1003 | Included |
| THREE OUTLET CIGAR PLUG ON CONSOLE | C-LP-3 | Included |
| DUAL CUP HOLDER | C-CUP2-I | Included |
| SHUTDOWN TIMER TO SUPPLY POWER TO CIGAR PLUGS AND PRINTER | CG-X | Included |
| PRE-WIRE 14/2 WHIP TO CENTER CAGE ARE FOR FUTURE GUN LOCK &PROGRAM SIREN | INCLUDED FREE | Included |
| ACTIVATE HEADLIGHT FLASHER | INCLUDED FREE | Included |
| ACTIVATE TAIL LIGHT FLASHER | INCLUDED FREE | Included |
| PRO-GARD FRONT PARTITION WITH UNDERSEAT PROTECTORS AND RECESS PANEL | PSSP5614C11A | Included |
| REAR ABS SEAT | S56C06 | Included |
| DISABLE REAR WINDOW SWITCHES | INCLUDED FREE | Included |
| DISABLE REAR DOOR LOCKS | INCLUDED FREE | Included |
| PAIR OF REAR WINDOW BARS | WBP56C11 | Included |
| SIREN PROGRAMMED FOR DUAL TONE FUNCTIONS PER BSO FLEET | INCLUDED FREE | Included |
| LIGHTBAR PROGRAMMED FOR DUAL COLOR FUNCTIONS PER BSO FLEET | INCLUDED FREE | Included |
| TRUNK SIDE DOOR TO SECURE ELECTRONICS FOR A MORE PROFESSIONAL AND SAFER VEHICLE INSTALL | BEING PROVIDED AT NO CHARGE C-TSM-CHGR-P-1 | Included |
| **Total Bundled Price** | | $7,375.00 |
| | | |
| **PATROL FORD INTERCEPTOR SUV SETUP** | | |
| | | |
| WHELEN LOW PROFILE LEGACY DUO COLOR LIGHTBAR FULL SIZE ON ROOF | GB8-STT-BB & STPKT74 | Included |
| CENCOM Carbide System SIREN WITH FULL TOUCHPAD | CCSRN5 & CANCTL7 & CCSK3 | Included |
| HORN TRANSFER FOR SIREN | INCLUDED FREE | Included |
| SECONDARY SIREN AMP FOR DUAL TONE FUNCTION | CCSRN4DA | Included |
| 2 LED'S IN SIDE CARGO WINDOWS | AVC12J R/B AVENGER | Included |
| 80 AMP WATERPROOF CIRCUIT BREAKER | 183-0008 | Included |
| TREMCO ANTI THEFT DEVICE | TREMCO-EXPLORER | Included |
| REAR WINDOW 6 POD WARNING AND ARROW STICK | COMMANDERPLUS6-4B2R | Included |
| GO RHINO PUSH BUMPER | 5342A | Included |
| 2 WHELEN SLIMLINE SPEAKERS MOUNTED TO PUSH BUMPER | SA315P & SAK1 | Included |
| 6 POD STICK ON PUSH BUMPER FACING FORWARD WARNING ONLY | COMMANDERPLUS6-4B2R | Included |
| 2 DUAL LED LIGHTS MOUNTED VERICALLY ONE ON EACH SIDE OF PUSH BUMPER | TLIJ | Included |
| UPGRADE UNITY SPOTLIGHT BULB TO LED | P46FLC | Included |
| FULL CONSOLE WITH: | C-VS-0810-INUT-PM | Included |
| ARM REST TO HOLD PENTAX/BROTHER PRINTER | C-ARM-101 | Included |
| WIRE POWER AND USB CABLE AND PENTAX PRINTER INTO ARM REST AREA | INCLUDED FREE | Included |

| | | |
|---|---|---|
| COMPUTER MOUNT TO CONSOLE WITH TILT/SWIVEL MOTION DEVICE | C-MD-131 & C-HDM-214 | Included |
| HAVIS UNIVERSAL LOCKING TRAY FOR COMPUTER | UT-1003 | Included |
| THREE OUTLET CIGAR PLUG ON CONSOLE | C-LP-3 | Included |
| DUAL CUP HOLDER | C-CUP2-I | Included |
| SHUTDOWN TIMER TO SUPPLY POWER TO CIGAR PLUGS AND PRINTER | CG-X | Included |
| PRE-WIRE 14/2 WHIP TO CENTER CAGE ARE FOR FUTURE GUN LOCK &PROGRAM SIREN | INCLUDED FREE | Included |
| HIGH BEAM WIG WAG FLASHER | ETHFSS-SP-ISO | Included |
| 2 LED'S INTO EXISTING HEADLIGHT KNOCKOUT AREA (86P PACKAGE) | IONJ | Included |
| 2 HIDE A WAY LED'S IN REAR TAIL LIGHTS | VTX609J | Included |
| PRO-GARD FRONT PARTITION WITH UNDERSEAT PROTECTORS AND RECESS PANEL | PRPSP4714UINT13A | Included |
| PRO-GARD REAR CARGO BARRIER | S4702UINT13 | Included |
| ABS SEAT REPLACES REAR OEM SEATS | INCLUDED FREE IN ABOVE BARRIER | Included |
| DISABLE REAR WINDOW SWITCHES | INCLUDED FREE | Included |
| DISABLE REAR DOOR LOCKS | INCLUDED FREE | Included |
| PAIR OF REAR WINDOW BARS | WB47NPUINT13 | Included |
| LOCK BOX WITH RISER STAND IN REAR CARGO AREA | 7126-7611 & 7126-40STD | Included |
| SIREN PROGRAMMED FOR DUAL TONE FUNCTIONS PER BSO FLEET | INCLUDED FREE | Included |
| LIGHTBAR PROGRAMMED FOR DUAL COLOR FUNCTIONS PER BSO FLEET | INCLUDED FREE | Included |
| OVER, THE TIRE ELECTRONICS TRAY FOR A MORE PROFESSIONAL AND SAFER VEHICLE INSTALL | BEING PROVIDED AT NO CHARGE C-TTP-INUT-2 | Included |
| **Total Bundled Price** | | $9,555.00 |
| | | |
| **UNDERCOVER DETECTIVE SEDAN SETUP** | | |
| | | |
| (VEHICLE TYPES COULD INCLUDE: FORD TAURUS, CHEVY IMPALA, TOYOTA CAMRY, FORD FUSION, CHRYSLER 200, CHEVY MALIBU) | | Included |
| WHELEN HHS HAND HELD SIREN | HHS3200 | Included |
| HORN TRANSFER FOR SIREN | INCLUDED FREE | Included |
| 2 LED'S IN GRILL (MUST BE TINTED OR SMOKED TO ASSIST IN CONCEALMENT) | TLIJ | Included |
| 2 LED'S ONE ON EACH SIDE DOOR FACING SIDEWAYS | IONJ | Included |
| 80AMP WATERPROOF CIRCUIT BREAKER | 183-0008 | Included |
| REAR 8 POD WARNING AND ARROW STICK ON REAR DECK | COMMANDERPLUS8-6B2R | Included |
| SPEAKER | SA315P + SAK | Included |
| THREE OUTLET CIGAR PLUG ON PASSENGER SIDE WIRED TO BREAKER WITH 15 AMP FUSE | 14-0553 | Included |
| HIGH BEAM WIG WAG FLASHER | ETHFSS-SP-ISO | Included |
| 2 LED'S INTO MULTI LAYERED HEADLIGHTS (MUST BE PROPERLY SEALED) | VTX609J | Included |
| 2 LED'S INTO REAR TAIL LIGHT AREA (MUST BE PROPERLY SEALED) | VTX609J | Included |
| 2 DUAL LED'S IN FRONT WINDOW UPPER (ONE ON DRIVER AND ONE ON PASSENGER SIDE) | SFIONJ | Included |
| | | |
| Total Bundled Price | | $2,375.00 |
| | | |
| **UNDERCOVER DETECTIVE SUV SETUP** | | |
| | | |
| (VEHICLE TYPES COULD INCLUDE: FORD EXPLORER, DODGE DURANGO, CHEVY TRAVERSE, JEEP GRAND CHEROKEE) | | Included |
| WHELEN HHS HAND HELD SIREN | HHS3200 | Included |
| HORN TRANSFER FOR SIREN | INCLUDED FREE | Included |
| 2 LED'S IN GRILL (MUST BE TINTED OR SMOKED TO ASSIST IN CONCEALMENT) | TLIJ | Included |
| 2 LED'S ONE ON EACH SIDE DOOR FACING SIDEWAYS | IONJ | Included |
| 80AMP WATERPROOF CIRCUIT BREAKER | 183-0008 | Included |
| REAR 8 POD WARNING AND ARROW STICK ON REAR DECK | COMMANDERPLUS6-4B2R | Included |
| SPEAKER | SA315P + SAK | Included |
| THREE OUTLET CIGAR PLUG ON PASSENGER SIDE WIRED TO BREAKER WITH 15 AMP FUSE | 14.0553 | Included |
| HIGH BEAM WIG WAG FLASHER | ETHFSS-SP-ISO | Included |
| 2 LED'S INTO MULTI LAYERED HEADLIGHTS (MUST BE PROPERLY SEALED) | VTX609J | Included |
| 2 LED'S INTO REAR TAIL LIGHT AREA (MUST BE PROPERLY SEALED) | VTX609J | Included |
| 2 DUAL LED'S IN FRONT WINDOW UPPER (ONE ON DRIVER AND ONE ON PASSENGER SIDE) | SFIONJ | Included |
| | | |

| | | |
|---|---|---|
| **Total Bundled Price** | | $2,290.00 |
| | | |
| **BASIC FIRE INSPECTOR VEHICLE SETUP** | | |
| | | |
| (VEHICLE TYPES COULD INCLUDE: FORD F-1S0, F-2S0, Chevy Silverado1500 & 2500, Dodge Ram 1500 & 2500) | | Included |
| S0AMP WATERPROOF CIRCUIT BREAKER | 183-0008 | Included |
| 2 LED'S IN GRILL | TLIR | Included |
| REAR 8 POD WARNING AND ARROW STICK MOUNTED IN REAR WINDOW OR TOPPER | COMMANDERPLUS8-4A4R | Included |
| THREE OUTLET CIGAR PLUG ON PASSENGER SIDE WIRED TO BREAKER WITH 1S AMP FUSE | 14.0553 | Included |
| HIGH BEAM WIG WAG FLASHER | ETHFSS-SP-ISO | Included |
| 2 LED'S INTO MULTI LAYERED HEADLIGHTS (MUST BE PROPERLY SEALED) | VTX609D | Included |
| 2 LED'S INTO REAR TAIL LIGHT AREA (MUST BE PROPERLY SEALED) | VTX609D | Included |
| 2 DUAL LED'S IN FRONT WINDOW UPPER (ONE ON DRIVER AND ONE ON PASSENGER SIDE) | SFIONR | Included |
| | | |
| Total Bundled Price | | $1,575.00 |
| | | |
| **MARKED FIRE VEHICLE WITH LIGHTBAR SETUP** | | |
| | | |
| (VEHICLE TYPES COULD INCLUDE: FORD F-150, F-250, CHEVY TAHOE) | *EXAMPLE DONE SPECIFICALLY AS 2018 F1S0 | Included |
| WHELEN LOW PROFILE LEGACY DUO COLOR LIGHTBAR FULL SIZE ON ROOF | GB8-STT-RR & STPKT | Included |
| CENCOM CARBIDE SIREN WITH FULL TOUCHPAD | CCSRN5 & CANCTL7 & CCSK1 | Included |
| HORN TRANSFER FOR SIREN | INCLUDED FREE | Included |
| SECONDARY SIREN AMP FOR DUAL TONE FUNCTION | CCSRN4DA | Included |
| 80AMP WATERPROOF CIRCUIT BREAKER | 183-0008 | Included |
| 2 LED'S IN GRILL | MCRNSR | Included |
| REAR 8 POD WARNING AND ARROW STICK MOUNTED IN REAR WINDOW OR TOPPER | COMMANDERPLUS8-4R4A | Included |
| THREE OUTLET CIGAR PLUG ON PASSENGER SIDE WIRED TO BREAKER WITH 1S AMP FUSE | 14.0553 | Included |
| HIGH BEAM WIG WAG FLASHER | ETHFSS-SP-ISO | Included |
| 2 LED'S INTO MULTI LAYERED HEADLIGHTS (MUST BE PROPERLY SEALED) | VTX609D | Included |
| 2 LED'S INTO REAR TAIL LIGHT AREA (MUST BE PROPERLY SEALED) | VTX609D | Included |
| FULL CONSOLE WITH: | C-1800 & C-TMW-F1S0-03 | Included |
| ARM REST COMPUTER MOUNT WITH TILT/SWIVEL MOTION DEVICE | C-ARM-101 & C-MD-131 & C-HDM-209 | Included |
| HAVIS UNIVERSAL LOCKING TRAY FOR COMPUTER | UT-1003 | Included |
| GO RHINO PUSH BUMPER | 3295B | Included |
| 2 WHELEN SLIMLINE SPEAKERS MOUNTED TO PUSH BUMPER | SA315P & SAK1 | Included |
| 6 POD STICK ON PUSH BUMPER FACING FORWARD WARNING ONLY | COMMANDERPLUS6-3R3W | Included |
| 2 WHELEN DUAL LED LIGHTS MOUNTED VERICALLY ONE ON EACH SIDE OF PUSH BUMPER | TLIR | Included |
| | | |
| **Total Bundled Price** | | $5,787.00 |
| | | |
| **UNMARKED FIRE ADMIN VEHICLE SETUP** | | |
| | | |
| (VEHICLE TYPES COULD INCLUDE: FORD INTERCEPTOR SUV, DODGE DURANGO, CHEVY TAHOE) | * EXAMPLE DONE SPECIFICALLY AS EXPLORER | Included |
| CENCOM CARBIDE SIREN WITH FULL TOUCHPAD | CCSRN5 & CANCTL7 & CC5K1 | Included |
| HORN TRANSFER FOR SIREN | INCLUDED FREE | Included |
| SECONDARY SIREN AMP FOR DUAL TONE FUNCTION | CCSRN4DA | Included |
| 80 AMP WATERPROOF CIRCUIT BREAKER | 183-0008 | Included |
| TREMCO ANTI THEFT DEVICE | TREMCO-EXPLORER | Included |
| WHELEN INNER EDGE (FULL UPPER FRONT) FULL DUO R /W | UPGRADED TO ISFW34X FULL DUO ALL RED THEN ALL WHITI | Included |
| REAR WINDOW 6 POD WARNING AND ARROW STICK FULL DUO | UPGRADED TO TANF6 FULL RED WARNING AND AMBER ARR | Included |
| FULL CONSOLE WITH: | C-VS-130B-INUT | Included |
| ARM REST | C-ARM-101 | Included |
| COMPUTER MOUNT TO CONSOLE WITH TILT/SWIVEL MOTION DEVICE | C-MD-131 & C-HDM-214 | Included |
| HAVIS UNIVERSAL LOCKING TRAY FOR COMPUTER | UT-1003 | Included |
| THREE OUTLET CIGAR PLUG ON CONSOLE | C-LP-3 | Included |
| DUAL CUP HOLDER | C-CUP2-I | Included |
| SHUTDOWN TIMER TO SUPPLY POWER TO CIGAR PLUGS AND PRINTER | CG-X | Included |

Products Sheet

| | | |
|---|---|---|
| PRE-WIRE 14/2 WHIP TO CENTER CAGE ARE FOR FUTURE GUN LOCK &PROGRAM SIREN | INCLUDED FREE | Included |
| HIGH BEAM WIG WAG FLASHER | ETHFSS-SP-ISO | Included |
| 2 60" WHELEN RUNNING BOARD TRACER LIGHTHEADS (DUO COLOR) | TCRHD5-EDEDE & TCRB34 | Included |
| 2 LED'S INTO MULTI LAYERED HEADLIGHTS (MUST BE PROPERLY SEALED) | IOND | Included |
| 2 LED'S INTO REAR TAIL LIGHT AREA (MUST BE PROPERLY SEALED) | VTX609D | Included |
| 2 LED'S IN SIDE CARGO WINDOWS | IOND | Included |
| SIREN PROGRAMMED FOR DUAL TONE FUNCTIONS PER BSO FLEET | INCLUDED FREE | Included |
| LIGHTBAR PROGRAMMED FOR DUAL COLOR FUNCTIONS PER BSO FLEET | INCLUDED FREE | Included |
| WIRE FOR IN-CAR RADIO AND INSTALL 800mhz ROOF MOUNT ANTENNA | NMOM-5 PLUS ASNM-811 WHIP | Included |
| | | |
| **Total Bundled Price** | | $6,785.00 |
| | | |

[redacted]

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

Sheriff Scott Israel

# RFP # 18006AG
# Emergency Equipment for Vehicles for Broward Sheriff's Office

## Auret Gil

[redacted]

# PROPOSAL ACKNOWLEDGEMENT FORM

**RFP # 18006AG**

**Emergency Equipment for Vehicles for Broward Sheriff's Office**

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

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

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

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

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

**NO DEVIATIONS**
**NO CONFLICTS**

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:** STROBES-R-US INC

**Electronic Signature**
**Bidder's Authorized Representative's Name:** TOMER (TOM) HANINA

**Representative's Title:** PRESIDENT
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 COUNTY 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.

# SUBMITTAL SECTION

## RFP # 18006AG
## Emergency Equipment for Vehicles for Broward Sheriff's Office

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 RFP.

| | |
|---|---|
| **STROBES-R-US INC**<br>Legal Company Name | **CORPORATION**<br>Indicate if Corporation, Partnership Or Individual submitting Proposal |
| **6675 NW 63 WAY**<br>Company Street Address | **TOMER (TOM) HANINA**<br>Electronic Signature<br>Name of Officer Submitting Proposal |
| **POMPANO BEACH FL 33069**<br>City, State, Zip Code | **PRESIDENT**<br>Title of Officer Submitting Proposal |
| **202790506**<br>Federal ID Number | **TOM@SRUS.COM**<br>E-Mail Address of Officer Submitting Proposal |
| **954-946-9955**<br>Telephone Number | **954-214-9926**<br>Cell # of Officer Submitting Proposal |
| **954-946-9677**<br>FAX Number | |

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

1. Date of Incorporation: **2004**
2. State of Incorporation: **FLORIDA**
3. President's Name: **TOMER (TOM) HANINA**
4. Vice President's Name: **JEFFREY HANINA**

5. Secretary's Name: **TOMER (TOM) HANINA**

6. Treasurer's Name: **TOMER (TOM) HANINA**

7. Name and Address of Resident Agent: **SPIEGEL & UTRERA, P.A.**
   **1840 SOUTHWEST 22 STREET**
   **4TH FLOOR**
   **MIAMI FL 33145**

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

1. Date of Organization:

2. Name, address and ownership of all partners:

3. State whether a general or limited partnership: **CORPORATION**

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

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

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

**FROM 1999 TO 2013 STROBES-R-US WAS A DBA**
**TOMER R. HANINA DBA STROBES-R-US**
**1N 2004 THE FICTITIOUS NAME WAS DROPPED AND BECAME A CORPORATION**

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

**COMPANY PRESIDENT AND VICE PRESIDENT HAVE 18 YEARS OF EXPERIENCE IN THE EMERGENCY VEHICLE LIGHTING INDUSTRY AND ALSO ARE STATE CERTIFIED AS LAW ENFORCEMENT OFFICERS. THIS PROVIDES THE COMPANY WITH A UNIQUE ABILITY TO COMMUNICATE WITH OUR CUSTOMERS AS PEERS AND GIVES US UNIQUE INSIGHT AS TO DAY TO DAY USE OF THE TYPE OF EQUIPMENT THAT WE SELL AND INSTALL.**

G. How long has your company been in business? **18 YEARS**

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

| | |
|---|---|
| **18-00077894** | **9/30/2018** |
| Broward County Tax Receipt # | 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).

| | |
|---|---|
| **P04000087325 ANNUAL REPORT** | **1-16-2018** |
| State of FL, Div. of Corporations Document # | Date Filed (most recent) |

3.3 List other Licenses and include copy with Proposal:

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 SUSPENSIONS AT ALL.**

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 ☑ | 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: **18 YEARS**

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)

| | QUESTION | RESPONSE<br>(If additional documentation is required to supplement Response(s) to the following questions, please upload with your Proposal) |
|---|---|---|
| 1. | State how your company intends to comply with all the elements indicated in this RFP. | Include specifics here and in your Proposal |
| 2. | State the number of years experience your firm has in providing these Services and also provide specific information regarding the experience. | **18** Years<br><br>Include specifics here and in your Proposal |
| 3. | State the staffing and organization structure to be used in this Project. | Include specifics here and in your Proposal |
| 4. | List your company's current inventory of equipment as it relates to this RFP. | Include specifics here and in your Proposal |
| 5. | Is your facility located in Broward County? If yes, provide the address. If no, state how you intend to comply with this requirement. | ☑ Yes ☐ No<br>Include specifics here and in your Proposal |
| 6. | Does your company have the facilities to receive the vehicles direct from the factory and store until they are fitted to perform the initial PDI? If yes, provide specific details of complying with this requirement. If no, state how you intend to comply with this requirement. | ☑ Yes ☐ No<br>Include specifics here and in your Proposal |
| 7. | Provide any special features, qualifications, corporate strengths, and any other factors that the Proposer believes are relevant to the selection process. | Include specifics here and in your Proposal |
| 8. | Please describe your current training program for the employees that will be assigned to this contract. | Include specifics here and in your Proposal |
| 9. | Does your company have Certified EVT technicians? If yes, how many and of those, how many will be assigned to this contract? | ☑ Yes ☐ No<br>Include specifics here and in your Proposal |

| | | |
|---|---|---|
| 10. | Does your company have the ability to produce 10 complete builds per week? If yes, provide specific details of complying with this requirement. If no, state how you intend to comply with this requirement. | ☑ Yes ☐ No<br>Include specifics here and in your Proposal |
| 11. | Indicate the current manufacturer certifications you maintain which are relevant to this RFP. | Include specifics here and in your Proposal |
| 12. | State any credit holds with any supplier, currently and within the past 12 months. | Include specifics here and in your Proposal |

# GENERAL TERMS AND CONDITIONS
# RFP # 18006AG
# Emergency Equipment for Vehicles for Broward Sheriff's Office

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

## Emergency Equipment for Vehicles for Broward Sheriff's Office

### SECTION ONE – GENERAL

1.1. Proposals **must be submitted electronically** at www.BidSync.com **on or before the specified time and date on the bid document.**

1.2. The vendor must provide their pricing, if applicable, through the designated line items listed on the BidSync website and complete and/or upload all the required documents included in the solicitation.

1.3. BidSync will not allow vendors to respond after the closing of the bid as specified. Late bids will not be accepted.

1.4. COST OF PREPARING/SUBMITTING RFP/DEMONSTRATIONS/SAMPLES, ETC.: All cost(s) related to the preparation and submission of the RFP and demonstrations/samples, etc., if applicable, 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 RFP 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 Evaluation Committee (E-C) and/or Technical Committee (T-C) as the Committee(s) will be unable to discuss details of the confidential material at public E-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 RFP 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 RFP 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 RFPs. In the event the RFP 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 RFP, 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 RFP. If accepted by BSO, this trial period will then become part of the initial term as specified in the RFP.

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

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
## RFP PROCEDURES

2.1 EVALUATION METHOD AND CRITERIA: It is anticipated, but not required, that the RFP process will proceed in the following manner: Proposals will be evaluated in accordance with weighted criteria stated in the RFP. These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criteria also guides the Evaluation Committee (EC) for scoring of Proposals by establishing a general framework with whom to begin negotiation of an agreement(s) for this project. Technical staff participation serves purely in an information gathering capacity unless additional authority is delegated by the EC.

2.2 CONE OF SILENCE: This project is under a "Cone of Silence" starting with the issue date of this RFP 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 interpretations(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. BSO, 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 RFP. 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 RFP 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 EC, 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 RFP, except as otherwise set forth within this solicitation.

2.6.3 PRESENTATIONS/INTERVIEWS: The EC 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 EC 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 RFP to the Proposer(s) that receives the highest score.

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 RFP 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 RFP.

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, 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**.

[redacted]

Sheriff Scott Israel

# AFFIDAVIT

## RFP # 18006AG
## Emergency Equipment for Vehicles for Broward Sheriff's Office

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

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

***OR***

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

1.
Legal Name — Driver's License Number (Attach copy)

Previous Names Used — Title/Duties performed

2.
Legal Name — Driver's License Number (Attach copy)

Previous Names Used — Title/Duties performed

3.
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 three (3) 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.**

**STROBES-R-US INC**
(Company Name)

**TOMER (TOM) HANINA**
Electronic Signature (Print Name)

[redacted]

Sheriff Scott Israel

# Confidentiality Agreement

**RFP # 18006AG**
**Emergency Equipment for Vehicles for Broward Sheriff's Office**
**Note: To be completed by those involved in the RFP process**
**and for Successful Proposer employees involved in the project after award.**

WHEREAS Sheriff of Broward County ("SHERIFF") has entered into an Agreement with **STROBES-R-US INC**, 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 **TOMER (TOM) HANINA** to perform such work on behalf of CONTRACTOR;
*(Individual's Name)*

WHEREAS, when performing such work and providing such services **TOMER (TOM) HANINA**
*(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's using CONTRACTOR to perform services and for other good
and valuable consideration **TOMER (TOM) HANINA** agrees as follows:
*(Individual's Name)*

I. Acknowledgment of Confidentiality. **TOMER (TOM) HANINA** hereby acknowledges that
*(Individual's Name)*
( ☑ he / ☐ she ) may be exposed to confidential information including, without limitation, criminal intelligence
*(Circle 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 developed by **TOMER (TOM) HANINA** and/or
**STROBES-R-US INC**; *(Individual's Name)*
*(Company Name)*
(ii) information in the public domain through no wrongful act of **STROBES-R-US INC** and/or
*(Company Name)*
**TOMER (TOM) HANINA**, or (iii) information received by **STROBES-R-US INC** and/or
*(Individual's Name)* *(Company Name)*
**TOMER (TOM) HANINA** from a third party who was free to disclose it.
*(Individual's Name)*

II. Covenant Not to Disclose. With respect to the Confidential Information, **TOMER (TOM) HANINA**
*(Individual's Name)*
hereby agrees that during the term of rendering services or performing work and at all times thereafter **TOMER (TOM) HANINA** 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**, **TOMER (TOM) HANINA** executes this Confidentiality Agreement on the date set forth below. *(Individual's Name)*

**(CONTRACTOR) EMPLOYEE/SUBCONTRACTOR**

| | |
|---|---|
| **TOMER (TOM) HANINA**<br>Employee Signature *(Individual's Name)* | **02-05-2018**<br>Date |
| **MARY DIGIROLAMO**<br>Witness | **02-05-2018**<br>Date |

[redacted]

## DRUG FREE WORKPLACE CERTIFICATION
### RFP # 18006AG
### Emergency Equipment for Vehicles for Broward Sheriff's Office

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

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Proposer's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establishing a continuing drug-free awareness program to inform its employees about:
- (i) The dangers of drug abuse in the workplace;
- (ii) The Proposer's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and psychological service; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);

(4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee;

(6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; and/or
- (ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

**STROBES-R-US INC**
(Legal Company Name)

**TOMER (TOM) HANINA**
Electronic Signature (Print Name)

[redacted]

# 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.
**STROBES-R-US INC**

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 maintaind outside the U.S.)

Address (number, street, and apt. or suite no.)
**2681 HAMMONDVILLE ROAD**

City, state, and ZIP code
**POMPANO BEACH FL 33069**

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**
**20-2790506**

**Part II** **Certification**

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▸** TOMER (TOM) HANINA | Date▸ **2-5-2018**

# General Instructions

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

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

## Purpose of Form

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

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**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.

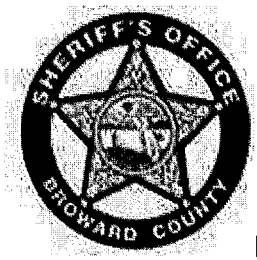
[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive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




## 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.)

**STROBES-R-US INC**
(Legal Company Name)

**TOMER (TOM) HANINA**

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.

# NOTICE TO VENDORS PROVIDING SOCIAL SECURITY NUMBERS TO BSO

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

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

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

H:\FORMS-TEMPLATES-PROCESSES\SSN EXPLANATION Revised 2-27-2015.Docx

## VENDOR CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Vendor Name: **STROBES-R-US INC**

Vendor FEIN: **202790506**

Vendor's Authorized Representative Name and Title: **TOMER (TOM) HANINA PRESIDENT**

Address: **2681 HAMMONDVILLE ROAD**

City: **POMPANO BEACH** State: **FL** Zip: **33069**

Phone Number: **954-946-9955**

Email Address: **TOM@SRUS.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: **TOMER (TOM) HANINA** *Print Name* **PRESIDENT**, *Print Title*

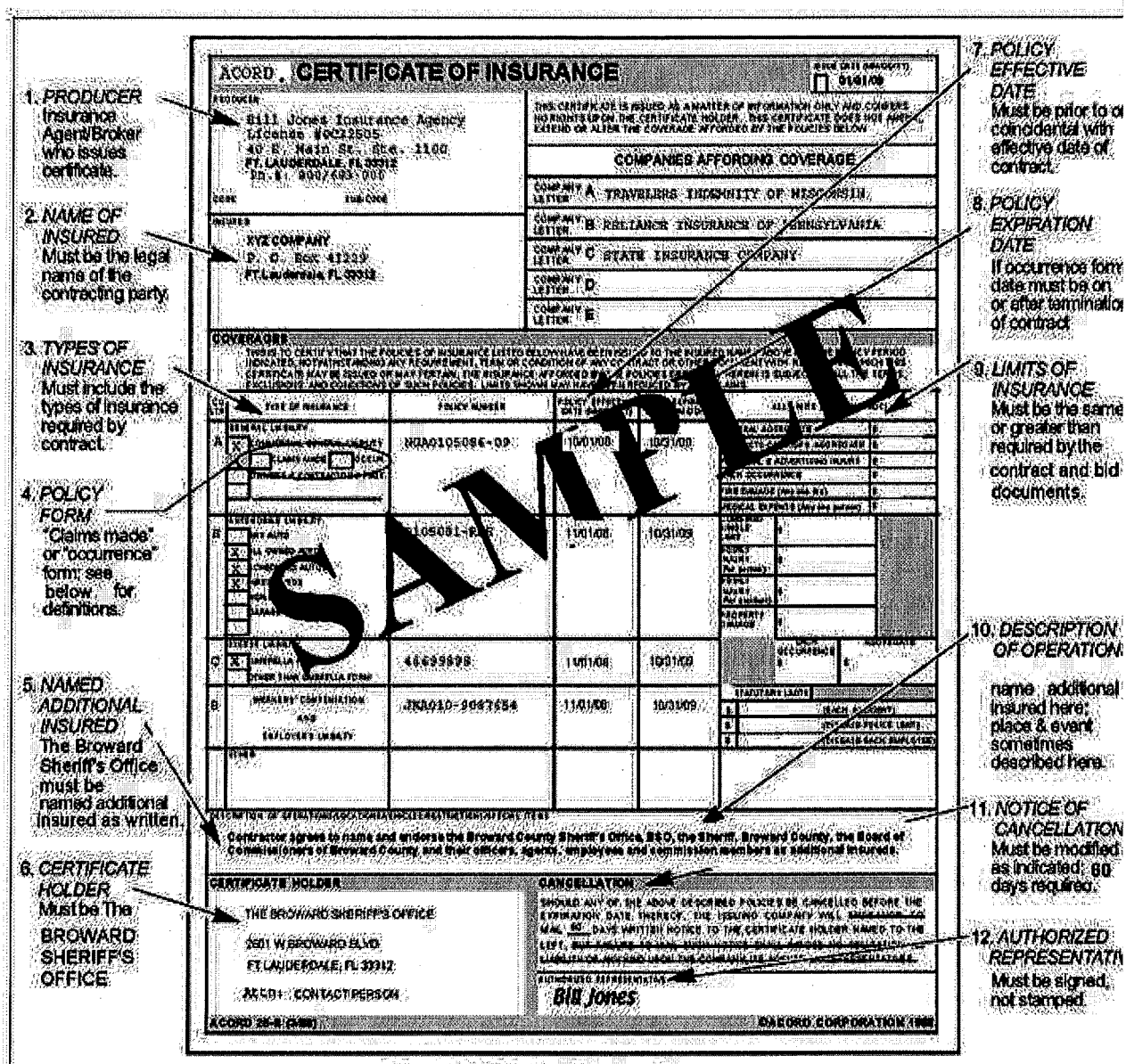
Who is authorized to sign on behalf of the above referenced company.

Authorized Signature: **TOMER (TOM) HANINA**

# INSURANCE CERTIFICATE SAMPLE

## BROWARD SHERIFF'S OFFICE

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




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***

## NON-COLLUSION CERTIFICATE

I, **TOMER (TOM) HANINA**, representing **STROBES-R-US 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: **18006AG**, Solicitation Title: **Emergency Equipment for Vehicles for Broward Sheriff's Office** ("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: **TOMER (TOM) HANINA**
Signature

**02-05** 2018
Date

**TOMER (TOM) HANINA PRESIDENT**
Printed Name and Title

Federal Employer Identification Number **202790506**

**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 payment s 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/and 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.

# EXHIBIT C

## LIST OF SUBCONTRACTORS

If left blank then None

# EXHIBIT D

## CONFIDENTIALITY

**WHEREAS**, SCOTT J. ISRAEL, Sheriff of Broward County ("SHERIFF") has entered into an Agreement with STROBES-R-US, INC., ("CONTRACTOR") wherein Contractor will be performing certain work and services for SHERIFF.

**WHEREAS**, CONTRACTOR has assigned Tomer Hanina ('Employee/Agent") to perform such work on behalf of CONTRACTOR; and

**WHEREAS**, when performing such work and providing such services Employee/Agent may have access to SHERIFF data, information, memorandum, documents and ideas.

**WHEREAS**, when performing such work and providing such services Employee/Agent may come in contact with information or documents of a confidential nature, including but not limited to, information related to undercover vehicles.

**NOW THEREFORE**, in consideration of SHERIFF's allowing Employee/Agent to perform services and for other good and valuable consideration, Employee/Agent agrees as follows:

I. Acknowledgment of Confidentiality. Employee/Agent hereby acknowledges that Employee/Agent may be exposed to confidential and proprietary information of the SHERIFF including, without limitation, criminal intelligence information, criminal investigative information, undercover vehicles, programs and application software, embedded software and their documentation and technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential ("Confidential Information").

II. Covenant Not to Disclose. With respect to the Confidential Information, Employee/Agent hereby agrees that during the term of rendering services or performing work and at all times thereafter Employee/Agent shall not disseminate, use, commercialize or disclose such Confidential Information to any person or entity, except to such other parties as SHERIFF may approve in writing and under such conditions as SHERIFF may impose. Employee/Agent shall not take pictures or videos or sound recordings of any of SHERIFF'S vehicles or SHERIFF'S equipment unless authorized specifically authorized under section 20.2 of the parties' Agreement or unless otherwise specifically authorized by SHERIFF in writing.

**IN WITNESS WHEREOF**, Employee/Agent has made and executed this Agreement on the date indicated below. This Agreement is being signed in multiple copies, each fully executed copy to be considered an original.

Employee/Agent Signature

5-7-18
Date

Tamer Hanina
Print Name

# EXHIBIT E

## DRUG FREE WORKPLACE CERTIFICATION

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

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establishing a continuing drug-free awareness program to inform its employees about:

(i) The dangers of drug abuse in the workplace;

(ii) The vendor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);

(4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4)(ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employer;

(6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; and/or

(ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

Strobes-R-Us Inc
(Vendor Signature) (Company Name)

Tomer Hanina 2681 Hammondville Rd Pompano Bch Fl 33069
(Print Name) (Address)

State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 7 day of May, 2018 by Tomer Hanina as President - CEO (title) of Strobes-R-Us Inc known to me to be the person described herein, or who produced Personally Known as identification, and who did/did not take an oath.

NOTARY PUBLIC:

Mary E. DiGirolamo
(Signature)

MARY E. DIGIROLAMO
Notary Public - State of Florida
Commission # FF 998914
My Comm. Expires Jul 28, 2019
Bonded through National Notary Assn.

MARY E. DiGROLAMO
(Print Name)

My commission expires: 7/28/2019