

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

375-040-19
PROCUREMENT - 02/11
Page 1 of 8

Agreement No.: BDR88
Financial Project I.D.: _____
F.E.I.D. No: F271557226-002
Procurement No.: RFP-DOT-10/11-9016-LG
D.M.S. Catalog Class No.: 680-170

BY THIS AGREEMENT, made and entered into this 23rd day of MARCH, 2011, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and Dana Safety Supply of 4737 San Juan Avenue, Jacksonville, FL 32126 duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. **SERVICES AND PERFORMANCE**

- A. In connection with law enforcement equipment purchase/installation for MCCO vehicles
(This replaces MA58551 executed 1/3/2011)
the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the
Director of Motor Carrier Compliance

2. TERM

A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or December 31, 2013, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

Services shall commence 1/3/2011 and shall be completed by 12/31/2013 or date of termination, whichever occurs first.

Services shall commence upon written notice from the Department's Contract Manager and shall be completed by _____ or date of termination, whichever occurs first.

Other: See Exhibit "A"

B. RENEWALS (Select appropriate box):

This Agreement may not be renewed.

This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Agreement.

C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There shall be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Section 215.422(14), Florida Statutes.

B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes, and Chapter 3 - Travel, Department's Disbursement Operations Manual, 350-030-400.

E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprocurement costs from the Vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

No general liability insurance is required.

The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$ _____ per person and \$ _____ each occurrence, and property damage insurance of at least \$ _____ each occurrence, for the services to be rendered in accordance with this Agreement.

The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in with this Agreement in the amount of \$ _____.

C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):

No Bond is required.

Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

E. **CERTIFICATION.** With respect to any insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect and showing the Department to be an additional certificate holder.

5. **COMPLIANCE WITH LAWS**

A. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.

C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:

(1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.

- (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
- (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.

- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.

- B. Select the appropriate box:

The following provision is not applicable to this Agreement:

The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned.

The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned.

The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, FL 33716-1826
(800)643-8459

This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.

- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
 2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Department.
- J. Time is of the essence as to each and every obligation under this Agreement.
- K. The following attachments are incorporated and made a part of this agreement:
Exhibit "A", Technical Specifications; Exhibit "B", Method of Compensation; Exhibit "C", Price Proposal;
Attachment 1, Garage Keepers Liability Insurance
- L. Other Provisions:

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Dana Safety Supply, Inc.
Name of Vendor

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: 
Authorized Signature

BY: 
Authorized Signature

JS E. H. ...
(Print/Type)

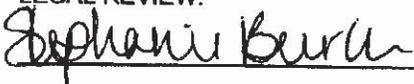
Colonel David A. Dees
(Print/Type)

Title: *Sales Manager*

Title: Director of Motor Carrier Compliance

FOR DEPARTMENT USE ONLY

APPROVED: 
Procurement Office

LEGAL REVIEW: 

Bid Number: RFP-DOT-10/11-9016-LG

EXHIBIT "A"

TECHNICAL SPECIFICATIONS

Wire Harnesses:

All emergency equipment must be installed using a Police Car Harness TM wiring harness or agency approved equivalent which is assembled per Agency requirements. Each Police Car Harness must be custom assembled to ensure uniformity and standardization.

Type of Wires:

All wiring shall be GXL high temperature automotive wire unless noted otherwise. All wires should be color coded and a wiring diagram provided upon request.

Running of Wires:

All wiring shall be continuous runs without splices and/or butt connectors unless noted otherwise.

Fusing of Wires:

All wiring shall be properly fused and/or Circuit breakers used. Fuses/Circuit Breakers shall be rated at 125% of amperage draw and mounted as close as possible to the power source.

Encasing & Routing of Wires:

All wiring shall be encased in High Temperature Emergency Vehicle Split Wire Loom, routed away from heat and sharp objects. Grommets used where needed and/or required and properly secured. All wire will be neatly tied and secure. All holes drilled into vehicle will be properly sealed to ensure weatherproofing. Wire will be out of the way of any equipment that may be adjusted and not interfere with any moving parts in vehicle. Wherever possible wiring should be routed along with the vehicle manufacturers' wire harness.

Power Wires:

All power points must be taken directly from Battery or Factory Auxilliary Power Point.

Ground Wires:

All ground wires shall be connected to factory grounding studs/bolts unless noted otherwise.

Mounting of Equipment:

All of the equipment mounted shall be out of the Airbag Deployment Zone and easily accessible by user of equipment. Components shall be installed with quick disconnect connectors to allow for ease of replacement or repair.

Manufacturers Guidelines:

All installations shall be performed per manufacturers' specifications and/or instruction sheets provided with equipment.

Labor Warranty:

All labor must be warranted for the life of the vehicle while it is service to the original owner agency. Should there be any emergency equipment product failure the associated labor to repair/replace the product will be at no charge under warranty. This warranty is for warranty service at any of the vendor's facilities. On site repairs may require a service call charge, however the actual repair would be covered under warranty.

Uniformity:

All vehicles shall be equipped and installation performed identically to the others as per specs. Any deviations of specs will require a written request and approval from Florida DOT Motor Carrier Compliance.

Maintenance Records:

Vendor must maintain a maintenance record of all vehicles which are equipped. This log will include initial installation date, vehicle make/model/year/VIN/Agency issued vehicle number and tag number or any other agency required information. Also all emergency equipment installed and any repairs or additions made by the vendor for a minimum of 5 years from date of initial installation.

Insurance:

Vendor must maintain a minimum of \$1,000,000.00 Garage Keepers Liability Insurance.

Experience:

Vendor must have a minimum of 3 years experience installing emergency equipment and provide a minimum of 3 references of similar contracts to include similar scope and size. Documentation must be provided which shows factory authorization to install emergency equipment and certification by the EVT Certification Commission Inc. as a Law Enforcement Vehicle Installation Technician.

Inventory:

Vendor must be a factory authorized distributor of the Emergency Equipment being installed and maintain inventory levels to enable off the shelf repairs or replacements of any defective equipment.

Repairs:

Vendor must provide same day service on emergency equipment repairs. Vendor must also diagnose and make appropriate repairs without leaving vehicle disabled waiting on parts.

Representation:

Vendor must maintain a presence in the State of Florida and be available to respond within 48 hours for any Sales or Install related issues which may arise.

Service Facility:

Vendor must maintain a Commercial Zoned Service Facility which will help ensure all work will be performed in the utmost professional manner.

Completion of Vehicles:

Vendor must complete installations on a minimum of 3 vehicles per work week which may include removal of equipment from vehicle being replaced. The first three vehicles will be due 20 days after all ordered vehicles are delivered to the vendor and 3 per week after that until all vehicles are complete.

EXHIBIT "B"

METHOD OF COMPENSATION

1.0 PURPOSE:

This Exhibit defines the limits of compensation to be made to the contractor for the services set forth in Exhibit "A" and the method by which payments shall be made.

2.0 COMPENSATION:

For the satisfactory **performance** of services detailed in Exhibit "A", the Vendor shall be paid up to a Maximum Amount of \$ 891,485.96.

The Maximum Amount shall be made up of:

<u>\$241,485.96</u>	from Fiscal Year	<u>10/11</u>
<u>\$260,000.00</u>	from Fiscal Year	<u>11/12</u>
<u>\$260,000.00</u>	from Fiscal Year	<u>12/13</u>
<u>\$130,000.00</u>	from Fiscal Year	<u>13/14</u>

The Vendor shall not provide services that exceed the Fiscal Year amount(s) without an approved Amendment from the Department.

3.0 PROGRESS PAYMENTS:

The Vendor shall submit monthly invoices (3 copies) in a format acceptable to the Department. Payment shall be made at the unit billing rates in Exhibit "C", for services provided, as approved by the Department. The contract unit rates shall include the costs of salaries, overhead, fringe benefits and operating margin. Payment for expenses shall be made on the basis of actual allowable cost incurred as authorized and approved by the Department.

The Vendor shall submit monthly invoices (3 copies) in a format acceptable to the Department. Payment shall be made to the Vendor for services provided plus actual allowable costs. **The invoice shall include documentation of man-hours provided and itemization of costs incurred (including receipts).**

Invoices shall be submitted to: Florida Department of Transportation
Motor Carrier Compliance Office
Woodcrest Office Park, Building K
325 John Knox Road
Tallahassee, Florida 32303

4.0 DETAILS OF COSTS AND FEES:

Details of the Contractor's billing rates for the performance of the services are contained in Exhibit "C", attached hereto and made a part hereof.

5.0 TANGIBLE PERSONAL PROPERTY:

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

EXHIBIT "C"
PRICE PROPOSAL

BID #: RFP-DOT-10/11-9016-LG

BID TITLE: Law Enforcement Equipment Purchase/Installation for MCCO Vehicles

BID THESE ITEMS AS SPECIFIED ONLY

MODEL NUMBERS	DESCRIPTION	ITEM COST PER UNIT	INSTALL PRICE	UNINSTALL PRICE
SX8BBBBPC	WHELEN 48" PREMIUM LIBERTY LIGHT BAR	\$1,089.00	\$135.00	\$50.00
SX2BBBBPC	WHELEN 54" PREMIUM LIBERTY LIGHT BAR	\$1,089.00	\$135.00	\$50.00
MKEZ*	WHELEN LIGHT BAR STRAP KIT	Included	No Charge	No Charge
SA315P	WHELEN 100 WATT GRILL SPEAKER	\$96.00	\$40.00	\$25.00
SAK*	WHELEN GRILL SPEAKER MOUNT BRACKET	Included	No Charge	No Charge
295SLSA6	WHELEN FULL FEATURE SIREN CONTROLLER	\$269.50	\$80.00	\$35.00
C-AS-1060	HAVIS SHIELD CONSOLE	\$105.30	\$78.00	\$35.00
C-SM-830	HAVIS SHIELD CONSOLE	\$168.00	\$78.00	\$35.00
C-TM-CV	HAVIS TRAK MOUNT	\$79.30	\$40.00	\$20.00
C-EB40-WS2-1P	HAVIS EQUIPMENT BRACKET	Included	No Charge	No Charge
C-EB30-EOR-1P	HAVIS SHIELD BRACKET	Included	No Charge	No Charge
C-ARM-104	HAVIS ARM REST	\$79.40	\$15.00	\$10.00
C-MAP-T	HAVIS SHIELD MAP LIGHT	\$39.32	\$15.00	\$10.00
C-MCB-CV	HAVIS SHIELD MIC CLIP CV	\$19.70	\$10.00	\$5.00
C-MC	HAVIS SHIELD MIC CLIP	\$8.50	\$5.00	\$2.00
C-TCB-7	HAVIS SHIELD COMPUTER BASE	\$86.32	\$45.00	\$20.00
C-PM-103 F	HAVIS SHIELD PRINTER MOUNT	\$69.10	\$40.00	\$24.00
RSB03ZCR	WHELEN TIR 3 LED (6) PER VEHICLE	\$54.64	\$30.00	\$12.25
C-B10	HAVIS SHIELD PRINTER STAND MOUNT BRACKET	\$17.25	\$15.00	\$8.00
C-TIR3-CV	HAVIS SHIELD TAG LIGHT BRACKET	\$29.14	\$15.00	\$8.00
C-TIR3 -UNV	HAVIS SHIELD TAG LIGHT BRACKET	\$38.64	\$15.00	\$8.00
I02LR8L	WHELEN LOWER INNER EDGE UNIT	\$599.00	\$105.00	\$45.00
RBKT1	WHELEN BRACKET	\$6.00	\$5.00	\$3.00
RBKT3	WHELEN BRACKET (PAIR)	\$13.25	\$10.00	\$6.00
CM588060	HAVIS SHIELD CUP HOLDER	\$10.50	\$2.50	No Charge
C-VS-1000-IMP-1-TM	HAVIS CONSOLE	\$210.15	\$78.00	\$35.00
C-TCB-36	HAVIS COMPUTER BASE	\$111.78	\$65.00	\$25.00
I06LR8LT	WHELEN LOWER INNER EDGE	\$662.40	\$105.00	\$45.00
C-CUP2-E-TM	HAVIS SHIELD CUPHOLDER	\$22.20	\$10.00	\$5.00
C-1400	HAVIS SHIELD CONSOLE	\$132.40	\$78.00	\$35.00
C-TM-F150	HAVIS TRAK MOUNT	\$79.32	\$40.00	\$20.00
C-CUP2-I	HAVIS SHIELD CUP HOLDER	\$27.20	\$10.00	\$5.00
C-ARM-2	HAVIS SHIELD ARM REST	\$43.40	\$15.00	\$10.00

BID THESE ITEMS AS SPECIFIED ONLY

MODEL NUMBERS	DESCRIPTION	ITEM COST PER UNIT	INSTALL PRICE	UNINSTALL PRICE
I07UF8	WHELEN LOWER INNER EDGE FOR DODGE CHARGER	\$549.00	\$105.00	\$45.00
CCSRN2	WHELEN CENCOM GOLD CONTROLLER	\$489.85	\$95.00	\$45.00
HHS2200	WHELEN HANHELD SIREN CONTROLLER	\$259.80	\$95.00	\$45.00
C-TMW-CHGR-01	HAVIS TRAK MOUNT FOR DODGE CHARGER	\$79.32	\$40.00	\$25.00
HAVIS TRAK MOUNT FOR DODGE CHARGER	HAVIS K-9 INSERT FOR CHEVY IMPALA	\$1,649.30	\$365.00	\$175.00
KK-K9-D23-K	HAVIS K-9 INSERT FOR DODGE CHARGER	\$1,789.30	\$365.00	\$175.00
KK-K9-F7-K	HAVIS K-9 INSERT FOR FORD C/V	\$1,649.30	\$365.00	\$175.00
KK-K9-HA-2510	HAVIS K-9 HEAT ALARM	\$761.40	\$195.00	\$85.00
KK-K9-FKT-10	HAVIS FAN KIT FOR DODGE CHARGER	\$285.70	\$97.50	\$45.00
KK-K9-HA-FKT-I	HAVIS FAN KIT FOR HEAT ALARM	\$284.70	\$97.50	\$45.00
KK-K9-WATER	HAVIS K-9 WATER BOWL	\$52.00	\$10.00	No Charge
KK-K9-HA-WDM-I	HAVIS HEAT ALARM WINDOW DROP MODULE	\$85.60	\$130.00	\$60.00
WIRING HARNESS	CUSTOM BUILT WIRING HARNESS	Included	Included	Included

BID THESE ITEMS AS SPECIFIED OR APPROVED EQUIVALENT

Alternate brand(s) will be considered for these items. It is the proposer's responsibility to ensure that the alternate brand(s) meet the Department's need.

Product information, specifications, and descriptive technical literature sheets (NO CATALOGS) for the alternate brand(s) shall be provided with the vendor's price proposal. In the event, the Department judges that the technical literature is unsatisfactory, the Department shall reject the vendor's proposal. **Failure to provide product literature with the price proposal sheets shall be grounds for rejection of vendor's proposal.**

MODEL NUMBERS	DESCRIPTION	PRODUCT PROPOSED	ITEM COST PER UNIT	INSTALL PRICE	UNINSTALL PRICE
14.0553	ABLE 2 (3) OUTLET BOX	Manufacturer <u>ABLE 2</u> Model Number 14.0553	\$15.00	\$11.00	\$8.00
VECO43B	VECTOR 750 WATT POWER INVERTER	Manufacturer <u>Vector</u> Model Number VECO43B	\$85.00	\$28.00	\$18.00
DS4560-MCC	BIG SKY ELS 210 GUN RACK	Manufacturer <u>BIG SKY</u> Model Number DS4560-MCC ELS 210	\$168.41	\$55.00	\$25.00
VTX609C	VERTEX LED (4) PER CAR	Manufacturer <u>Whelen</u> Model Number VTX609C	\$54.12	\$30.00	\$15.00
SETINA 10-C	SETINA CAGE WITH POLY CARB WINDOW WITH EXPANDED METAL COVER	Manufacturer <u>SETINA</u> Model Number 10-C	\$399.00	\$65.00	\$39.00
FLEP	SETINA FULL LOWER EXTENSION PANEL	Manufacturer <u>SETINA</u> Model Number FLEP	\$39.60	\$12.50	\$8.00
SETINA CAGE	10-VSC POLY CARB WITH EXPANDED METAL COVER	Manufacturer <u>SETINA</u> Model Number 10-VSC	\$499.80	\$79.00	\$45.00
FLEP	SETINA FULL LOWER EXTENSION PANEL	Manufacturer <u>SETINA</u> Model Number FLEP	Included w/10-VSC	No Charge	No Charge

MFMP Transaction Fee:

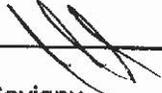
All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the 1% MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14.

NOTE: In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: Dana Safety Supply FEID # F27-1557226

Address: 4737 San Juan Avenue City, State, Zip Jacksonville, FL 32210

Authorized Signature:  Date: 03-22-11

Printed / Typed: Mark Sevigny Title: Sales Manager

GARAGE KEEPERS LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, Lillian Graham, 605 Suwannee Street, MS 20, Tallahassee, Florida 32399-0450** within ten (10) days after the ending date of the period for posting the intended award decision.

The Vendor must have and maintain during the period of this contract, a **Garage Keepers Liability Insurance** policy, with a company authorized to do business in the state of Florida, affording garage keeper liability coverage for the services to be rendered in accordance with this contract in the amount of at least \$1,000,000.00.

All insurance policies shall be with insurers qualified and licensed to do business in the state of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect and showing the Department to be an additional certificate holder. Such policies shall provide that the insurance is not cancellable except upon thirty (30) days prior written notice to the Department.

The Department shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or subcontractor providing such insurance.