4

SUBJECT: PIGGYBACK BRADFORD COUNTY CONTRACT # BCSO2019-01 WITH DANA SAFETY

BID #: PSC-0307-24 **OPEN DATE:** N/A

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – DATE OF CONTRACT EXECUTION THROUGH JULY 14, 2024 WITH ONE (1) FIVE (5) YEAR RENEWAL

AGENCY: FLEET MANAGEMENT

BASIS OF AWARD: PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: N/A **NUMBER RECEIVED:** N/A **OTHER:** N/A

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Bradford County contract # BCSO2019-01 with Dana Safety to furnish light systems and components. Total expenditure amount not-to-exceed $2,796,058.33. Period of service will be from date of contract execution through July 14, 2024 with one (1) five (5) year renewal option.

Funding Source: 51102.114001.564010.00000.00000499.000000.00000 to be executed by formal contract agreement through the Office of General Council and processed via Purchase Order(s)

ATTACHMENTS: Recommendation Memo, Risk Management Approval, Supplier Quote, Piggyback RFP & Contract

ANALYST: _____ Corey Sidlo

RESPECTFULLY SUBMITTED: _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: CRIS TONGOL, CHIEF, FLEET MANAGEMENT

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FINANCE AND ADMINSTRATION DEPARTMENT

FLEET MANAGEMENT DIVISION

Jacksonville

Where Florida Begins.

Date: November 28, 2023

To: Dustin Freeman, Chief of Procurement Division

From: Cris Tongol, Chief of Fleet Management

Thru: Erik Preacher, Fleet Management Administrator

Re: Request Approval to Piggyback Bradford County BCSO2019-01 Furnishing of certain light system and components and vehicle accessories

Fleet Management is requesting approval to piggyback Bradford County BCSO2019-01 Furnishing certain light systems and components. The awarded supplier is Dana Safety. The Period of Service is Date of Award through July 14, 2024, with an additional five (5) year renewal period. The estimated amount of expenditure is $2,796,058.33.

Funding Source: 51102.114001.564010.00000.00000499.0000000.00000

2581 Commonwealth Ave. Jacksonville, FL 32254 Phone: 904.255-7499 Fax: 904.381.4607 www.coj.net

APPROVED
By Kevin at 11:42 am, Oct 17, 2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/13/2023

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

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 327-968-4
DANA SAFETY SUPPLY, INC.
5221 W MARKET ST
GREENSBORO, NC 27409-2629

COVERAGES **CERTIFICATE NUMBER: 593** **REVISION NUMBER: 0**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N	N	1833543	04/01/2023	04/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP AGG	$1,000,000 $100,000 EXCLUDED $1,000,000 $2,000,000 $2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	N	N	1833548	04/01/2023	04/01/2024	EACH OCCURRENCE AGGREGATE	$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	1833551	04/01/2023	04/01/2024	X PER STATUTE OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	AUTO DEALER LIABILITY	Y	Y	1833543	04/01/2023	04/01/2024	AUTO LIAB - EA ACCIDENT GENERAL LIABILITY - EACH ACCIDENT - AGGREGATE	$1,000,000 $1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

CERTIFICATE HOLDER

327-968-4 593 0
CITY OF JACKSONVILLE
117 W DUVAL ST STE 335
JACKSONVILLE, FL 32202-5717

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 Nicholas R. Zower

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APPROVED
By Kevin at 11:42 am, Oct 17, 2023

AGENCY CUSTOMER ID: 327-968-4

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY		DANA SAFETY SUPPLY, INC. 5221 W MARKET ST GREENSBORO, NC 27409-2629
POLICY NUMBER SEE CERTIFICATE # 593.0		
CARRIER SEE CERTIFICATE # 593.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 593.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

THE CITY OF JACKSONVILLE ITS MEMBERS, OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSURED WITH REGARD TO GENERAL LIABILITY AND AUTO LIABILITY. COVERAGES ARE PRIMARY & NON-CONTRIBUTORY. A WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF JACKSONVILLE ITS MEMBERS, OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION. 30 DAY NOTICE OF CANCELLATION TO THE CITY OF JACKSONVILLE APPLIES TO ALL POLICIES.

GENERAL AND AUTO LIABILITY COVERAGES ARE PROVIDED BY THE AUTO DEALER LIABILITY POLICY 1833543

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Sidlo, Corey

From: Sidney Wells <swells@danasafetysupply.com>
Sent: Tuesday, November 28, 2023 1:35 PM
To: Kurtz, Sheryl
Cc: 'JJ Etheridge'; 'Kenneth Stivers'
Subject: RE: Piggyback BCS02019-01 Upfitting of Vehicles

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Sheryl,

Good afternoon. I hope all is well and that you had a great Thanksgiving. Yes ma'am, Dana Safety Supply grants permission to The City of Jacksonville, Fleet Management to piggyback the contract BCS02019-01 between Dana Safety and Bradford County. Please let us know if you need anything else. Thank you ma'am.

SIDNEY WELLS
Regional General Manager | Florida
Deland | Fort Myers | Fort Walton | Jacksonville | Orlando | Tallahassee | Tampa
Phone: 904-635-1894
DANASAFETYSUPPLY.COM
LIMITLESS VIDEO
Contract Holder
Schedule 84: GS-07F-0512T
Schedule 23V: 47QMCA19D000K

From: Kurtz, Sheryl <SKURTZ@coj.net>
Sent: Tuesday, November 28, 2023 1:18 PM
To: Sidney Wells <swells@danasafetysupply.com>
Subject: Piggyback BCS02019-01 Upfitting of Vehicles

Good Afternoon Sidney,

Please respond to this email giving permission to The City of Jacksonville, Fleet Management to piggyback this contract between Dana Safety and Bradford County. Procurement requires this prior to approval to piggyback a contract. A response to this email will be fine.

Thank you,

Sheryl Kurtz
Fleet Procurement Coordinator

CONTRACT
No. BCSO2019-01

THIS CONTRACT is executed this 12 day of July, 2019, by and between COUNTY OF BRADFORD, STARKE, FLORIDA, hereinafter called the "County" and DANA SAFETY SUPPLY, INC. hereinafter called the "Contractor",

WITNESSETH:

WHEREAS, the County issued RFP No. BCSO2019-01 (such document and all addenda thereto, if any, being hereafter referred to as "RFP") seeking proposals for furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment ("Vehicle Accessories") and other equipment not related to vehicles ("non-Vehicle Accessories"); and,

WHEREAS, the Contractor submitted a certain proposal dated June 17, 2019 ("Proposal") in response to that RFP; and,

WHEREAS, the County and the Contractor desire to enter into a contract for the purchase and installation of Vehicle Accessories, as more particularly set forth in this Contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants, obligations, and terms hereinafter set forth, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree as follows:

SECTION 1. 0 PURCHASE AND INSTALLATION OF VEHICLE ACCESSORIES

1.1 Contractor shall provide and install Vehicle Accessories as may be ordered from time to time by the County. All Vehicle Accessories shall be priced, designed, constructed, equipped, and installed in accordance with the specifications set forth in the Proposal and applicable Change Orders executed by the parties unless otherwise stated in the Contract. All Vehicle Accessories and installations shall conform and comply with all applicable federal, state, and local laws, statues, ordinances, and regulations.

1.1.1 The Contractor and the County shall schedule the following two meetings with respect to each order received from the County:

(i) A pre-production meeting to completely review the specifications of the Vehicle Accessories and installation prior to commencing assembly or production of each order. The Contractor shall be represented by qualified sales representative(s) and / or technician(s) to properly facilitate the design and construction requirements. This meeting can be held at the County's location, by phone, or at the installation facilities of the Contractor as directed by the County.

(ii) A final review and inspection shall be at the County's facility when the County vehicle with installed Vehicle Accessories ("Completed Vehicle") arrives and is considered by the Contractor to be complete. In addition to a complete inspection, County representatives will conduct a full performance test of each Completed Vehicle and of all integral systems. The Contractor shall provide all technical information and inspections and shall make available to the County all reasonably required third-party certifications. A technician shall be available to complete any needed repairs or to replace items not meeting specifications. At the option of the County, these repairs shall be facilitated at either the County's facility or at the facility of the Contractor.

1.1.2. The County or the Contractor, at any time, may request changes in the specifications or requirements related to a particular Vehicle Accessory or installation. No changes shall become effective until reduced to writing and signed by duly authorized representatives of each party ("Change Order"). All such Change Orders shall include, as a minimum, the following information:

(i) The specific changes to be made (i.e. equipment installation, equipment, equipment components, etc.);

(ii) Changes, if any, in the time for delivery of the Completed Vehicle; and,

(iii) Changes in the price of the Vehicle Accessories or installation services.

1.2 Installation.

Should the County require Vehicle Accessories that cannot be provided by or purchased from the Contractor, the Contractor, at the request of the County, shall install such Vehicle Accessories provided by the County.

SECTION 2.0 PURCHASE OF PARTS

2.1 The Contractor shall provide such parts for all Vehicle Accessories installed under this Contract or non-Vehicle Accessories purchased under this Contract as the County may order from time to time. The Contractor shall provide original manufacturer part numbers. All parts ordered by the County shall be delivered to the County's designated location for delivery for each order. Significant delays in shipment beyond the reasonable control of the Contractor shall be subject to Section 10.10; provided, however, the Contractor, in such event, shall promptly notify the County regarding the details of any such delay so the County can make a final determination regarding responsibility.

SECTION 3.0 TERM

The Term of this Contract shall be a period of five (5) years, commencing on July 15, 2019, unless earlier terminated in accordance with the terms of this Contract. Such term may be extended for an additional five (5) year period, subject to mutual agreement of the parties.

SECTION 4.0 CONTRACT PRICING AND PAYMENT

4.1 Pricing.

4.1.1 During the Term, the County shall pay the Contractor for Vehicle Accessories ordered by the County based upon the Contractor's current pricing at the time a particular order is placed, less the stated discount (or mark-up) as set forth in the Proposal. The County shall pay the Contractor for installation of Vehicle Accessories, whether purchased from the Contractor or provided by the County, at the package prices or labor rates, as applicable, set forth in the Proposal, which rates may be modified from this time to time by mutual agreement as set forth in an amendment to this Contract.

4.1.2 A standard warranty package, as described and set forth in the Proposal, is included in the price of all Vehicle Accessories and non-Vehicle Accessories.

4.1.3 The listing and corresponding pricing of all Vehicle Accessories and non-Vehicle Accessories is listed in Exhibit A.

4.2 Payment.

4.2.1 All proper invoices shall be paid by the County in accordance with Florida Prompt Payment Act, Section 218.70, Florida Statutes.

4.2.2 In addition to other remedies available under this Contract, the County shall have the right to deduct, offset against, or withhold from sums or payments otherwise due the Contractor any sums or amounts which the Contractor may owe to the County pursuant to provisions of this Contract, as a result of breach or termination of this Contract, or otherwise.

SECTION 5.0 DELIVERY AND ACCEPTANCE

5.1 The Contractor shall fully assemble, service, and adjust each Vehicle Accessory prior to installation and delivery, and the Contractor shall demonstrate, to the satisfaction of the County, that each delivered Vehicle Accessory is in perfect mechanical condition.

5.2 Delivery of a Completed Vehicle to the County does not constitute acceptance for the purpose of payment or warranty start time. The County shall inspect and test each delivered Completed Vehicle to determine whether it meets all specifications and requirements set forth in this Contract and within ten (10) days following delivery, the

County shall notify the Contractor, in writing, of either its final acceptance of the Completed Vehicle and Accessory or the failure of the Completed Vehicle or Accessory to meet certain specifications and requirements. In the latter case, the Contractor, within ten (10) days following its receipt of written notice from the County, shall deliver to the County a detailed proposal and schedule for corrective action. If the proposed corrective action or schedule is not acceptable, or if approved corrective action is not timely completed, the County may refuse the Completed Vehicle. Each vehicle delivered or picked up by the Contractor for installation of Vehicle Accessories shall remain the responsibility of the Contractor, and the Contractor shall bear all risk of loss with respect thereto, until final acceptance of the Completed Vehicle by the County.

5.3 All non-Vehicle Accessory items that are delivered to the County should be inspected within three (3) business days for verification of all items being received that are listed on the packing slip that is included with the shipment. In the event that a packing slip is not included with the shipment, the Contractor should be notified with one (1) business day so that a packing slip can be provided. In addition, all items will need to be inspected for damage.

SECTION 6.0 INDEMNIFICATION.

6.1 The Contractor shall indemnify and save harmless the County, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgements of any kind whatsoever, including reasonable attorney's fees and costs of litigation, to the extent arising out of or caused by any act or omission of the Contractor, its subcontractors, or their respective employees, officers, directors, or agents, in the performance under this Contract. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

6.2 The Contractor shall, at its sole expense, defend any claim, suit or proceeding brought against the County, its official or employees, to the extent such claim, suit or proceeding is based on a claim that any Vehicle Accessories or non-Vehicle Accessories furnished under this Contract (collectively, "Infringing Work") constitutes infringement of any registered patent of the United States of America or county of manufacture, provided that County shall give the Contractor prompt written notice of any such claim, suit or proceeding and shall give the Contractor authority, information, and assistance in a timely manner for the defense of the same. The Contractor shall indemnify and hold the County, its officials or employees, harmless from and against all costs and damages awarded, and all attorney's fees incurred or awarded. In any suit or proceeding so defended. The Contractor will not be responsible for any settlement or proceeding made without its prior written response. In case said Infringing Work is enjoined, the Contractor shall, at its own expense and at its option, either (a) procure for County the right to continue using said Infringing Work, (b) replace said Infringing Work with substantially equivalent, equally functional, non-infringing work, parts or combination

thereof, or (c) modify such Infringing Work so that it becomes non-infringing, while maintaining the same functionality.

SECTION 7.0 INSURANCE.

7.1 Prior to commencing work, Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Contract, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Scope of Services hereunder by Contractor, its agents, representatives, employees or sub-consultants. The cost of such insurance shall be borne by Contractor.

7.1.1 Contractor shall maintain the following coverage with limits no less than the indicated amounts:

(a) *Commercial General/Umbrella Liability Insurance* - $1,000,000 limit per occurrence for property damage and bodily injury. The certificate of insurance shall state whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:
- (i) Premise/Operations
- (ii) Products/Completed Operations
- (iii) Contractual
- (iv) Independent Contractors
- (v) Broad Form Property Damage
- (vi) Personal Injury

(b) *Business Automobile/Umbrella Liability Insurance* - $1,000,000 limit per accident for property damage and personal injury.
- (i) Owned/Leased Autos
- (ii) Non-owned Autos
- (iii) Hired Autos

(c) *Workers' Compensation and Employers'/Umbrella Liability Insurance* – Workers' Compensation statutory limits as required by Chapter 440, Florida Statues. This policy should include Employers'/Umbrella Liability Coverage for $1,000,000 per accident.

7.1.2 Other Insurance Provisions

(a) Commercial General Liability and Automobile Coverage

(i) County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects, liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor;

premised owned, leased or used by Contractor or premises on which Contractor is performing Services on behalf of County. The coverage shall contain no special limitations on the scope of protection afforded to County, members of its County Commission, boards, commissions and committees, officers, agents, employees, and volunteers.

(ii) The Contractor insurance coverage shall be primary insurance as respects County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers.

(iv) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) Workers' Compensation and Employers' Liability and Property Coverage

The insurer shall agree to waive all rights of subrogation against County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of Services under this Contract.

(c) All Coverage

(i) Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to County in accordance with this Contract.

(ii) If Contractor, for any reason, fails to maintain any insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. County, at its sole option, may terminate this Contract and obtain damages from Contractor resulting from said breach.

(iii) Alternatively, County may purchase such required insurance coverage (but has no special obligation to do so); and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

7.1.3 Deductibles and Self-Insured Retention's

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

7.1.4 Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by A.M. Best's rating service.

7.1.5 Verification of Coverage

Contractor shall furnish County with certificates of Insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon execution of the contract documents, the certificates and endorsements are to be received and approved by County before work commences.

SECTION 8.0 TERMINATION

8.1 The County may, by written notice to the Contractor, terminate this Contract in whole or in part, at any time, either for the convenience of County or because of failure of the contractor to fulfill its obligations. Upon receipt of such notice, the Contractor shall immediately discontinue all work affected (unless the notice directs otherwise).

8.2 If the termination is for the convenience of the County, the Contractor shall be paid for Vehicle Accessories and installation finally accepted and non-Vehicle Accessories received by the County as of the effective date of termination.

8.3 If the termination is due to the failure of the Contractor to fulfill its obligations under this Contract, the Contractor shall be liable to County for reasonable additional costs incurred by County as a result of such breach.

8.4 If, after notice of termination for failure to fulfill its obligations under this Contract, it is determined that Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of County.

8.5 The rights and remedies of the parties provided in this Section 8 are in addition to any other rights and remedies such party may have a law, in equity, or under this Contract.

SECTION 9.0 WARRANTY AND MAINTENANCE

9.1 The Contractor hereby warrants all Vehicle Accessories and installation as set forth in its Proposal and the individual warranty documents delivered with order. The Contractor will respond, either on-site in Bradford County or by the vehicle being brought to the Contractor's facility, for all warranty repairs within two (2) business days following notice from the County.

SECTION 10.0 MISCELLANEOUS PROVISIONS

10.1 Time shall be the essence in performance of this Contract; provided, however, that either party shall be excused from timely performance under this Contract to the extent that, but only to the extent that, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence of, the party claiming such excuse from timely performance.

10.2 Failure to enforce or insist upon compliance with any of the terms or conditions of this Contract or failure to give notice or declare this Contract terminated shall not constitute a general waiver or relinquishment of the same or any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.

10.3 If written notice to a party is required under this Contract, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, to Contractor as follows:

Dana Safety Supply, Inc.
1855 Cassat Avenue, Unit 11
Jacksonville, Florida 32210
Attn: Sidney Wells

And to the County as follows:

Bradford County
Fleet Management Division
945-B North Temple Avenue
Starke, Florida 32091

10.4 Contractor shall not assign any of their rights or obligations under this Contract without prior approval by the County.

10.5 Contractor shall be responsible for the actions of any and all of their subcontractors and consultants. Neither subcontractors nor any consultants shall interface directly with the County.

10.6 This Contract and every question arising hereunder shall be construed, interpreted, or determined according to the laws of the State of Florida. Venue for any action brought in

relation to this Contract shall be placed in a court competent jurisdiction in Bradford County, Florida.

10.7 As required by Section 287.133 (2 (a), Florida Statutes, 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals or 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 s. 287.010 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the County within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

10.8 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either County or Contractor. The section headings appearing herein are for the convenience of the parties and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of the Contract. If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provisions valid, then the provision shall have the meaning which renders it valid.

10.9 Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, gender, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, creed, color, sex, marital status or national origin.

10.10 Either party shall be excused from timely performance under this Agreement to the extent, but only to the extent, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence on the part of, the party claiming such excuse from timely performance.

10.11 The Contractor shall make Vehicle Accessories, installation, and non-Vehicle Accessories available to other governmental entities on the same terms and conditions as set forth in this Contract. Should any such governmental entity purchase Vehicle Accessories, installation, and non-Vehicle Accessories on such basis utilizing this Contract, the Contractor shall report such purchase to the County and, within thirty (30) days following final payment for each order of such Vehicle Accessories, installation, and non-Vehicle Accessories, shall provide a credit to the County, which can be used toward the purchase of such Vehicle Accessories, installation, and non-Vehicle

Accessories from the Contractor, in the amount of 1% of the purchase price of such Vehicle Accessories, installation, and non-Vehicle Accessories. This provision shall apply to all purchases initiated during the term of this Agreement, even if such purchase continues and payment is received after the expiration of such term. The contractor may charge this as a transaction fee.

10.12 It is understood and agreed that this Contract, including exhibits and references (if any), is the entire Contract between the parties and supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof. County and Contractor, by mutual agreement, may change or amend, at their discretion, the products, terms, and conditions of this Contract. All such changes or amendments shall be set forth in a written amendment to this Contract.

10.13 If any portion of this Contract, or any Exhibit or portion thereof, is held to be invalid by a court of law, such provision shall be considered severable, and the remainder of this Contract shall be construed and enforced in a manner consistent with the intent of the Parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives, effective the date first above written.

Attest:

Witness as to the County

5120

Witness as to the County

Witness as to the Contractor

Witness as to the Contractor

BRADFORD COUNTY, FLORIDA

By:

Gordon Smith, SHERIFF

(Type or print name and title of signatory)

DANA SAFETY SUPPLY, INC.

By:

Sidney Wells, General Manager

(Type or print name and title of signatory)

Emergency Vehicle Lighting				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
911 Signal	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
Able2 Products	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Brooking Industries	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
Code 3	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
D&R Electronics	Emergency and commercial vehicle lighting	15%	MD	Up to 5 Years
ECCO	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Federal Signal	Emergency and commercial vehicle lighting	15%		Up to 5 Years
Feniex	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
GoLight	Scene lighting	20%	MD	Up to 5 Years
GoLight	Helios (thermal imaging) and parts / accessories	5%	Dealer	1 Year
Maxxima	Emergency and commercial vehicle lighting	15%	MD	Up to 5 Years
SoundOff Signal	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Star Warning Products	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Unity Spotlights	Scene lighting	50%	Dealer	Limited
Whelen	Emergency and commercial vehicle lighting	42%	MD	Up to 5 Years
Whelen	Parts only	30%	MD	Up to 5 Years

Vehicle Push Bumpers / Prisoner & K9 Transport				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
AceK9 / Radiotronics	K9 transport electronics	3%	Dealer	Up to 2 Years
American Aluminum	Prisoner and K9 transport	15%	Dealer	Up to 3 Years
Brooking Industries	Prisoner transport (seats and window bars)	30%	MD	2 Years
D&R Electronics	K9 Transport, cargo partitions, and window bars	15%	MD	1 Year
Go Rhino	Prisoner transport (partition and window bars) and push bumpers	18%	MD	1 Year
	Prisoner transport (seats)	8%	MD	1 Year
Havis	Prisoner and K9 transport	30%	MD	Up to Lifetime
Jotto Desk	Prisoner transport (partition, seats, window bars)	18%	MD	1 Year
Laguna	Prisoner transport (seats and window bars)	18%	MD	Up to 5 Years
Pro-gard Products	Prisoner transport (partition, seats, window bars)	20%	MD	Limited
Prisoner Transport Systems (PTS)	Prisoner transport (partition, seats, window bars)	10%	Dealer	Limited
Ranch Hand	Push bumpers	10%	Dealer	1 Year
Ray Allen	K9 transport electronics	3%	Dealer	Up to 2 Years
Setina	Prisoner (partition, seats, window bars) and K9 transport and non-lighted push bumpers	20%	MD	Up to 2 Years
Setina	Lighted push bumpers	10%	MD	Up to 5 Years
Troy Products	Prisoner transport (partition and window bars) and push bumpers	20%	MD	Up to 5 Years
Westin	Push bumpers	10%	MD	1 Year

Vehicle Weapon Mounts & Storage				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Big Sky Gun Racks	Gun racks	10%	MD	1 Year
CargoGlide	Truck storage access solution	10%	Dealer	Up to Lifetime
D&R Electronics	Gun racks and storage boxes	15%	MD	1 Year
DECKED	Storage solution for truck bed	15%	Dealer	3 Years
Go Rhino	Gun racks and storage boxes	15%	MD	1 Year
Jotto Desk	Gun racks	18%	MD	1 Year
Lund Industries	Gun racks and storage boxes	10%	MD	Limited
OPS	Storage boxes	15%	MD	Limited
Prisoner Transport Systems (PTS)	Storage boxes	10%	Dealer	Limited
Pro-gard Products	Gun racks and storage boxes	20%	MD	Limited
Rockland	Storage boxes	20%	MD	Limited
Santa Cruz Gun Locks	Gun racks	18%	Dealer	1 Year
Setina	Gun racks and storage boxes	20%	MD	Up to 2 Years
Setina	Blue-rac gun racks	0%	MD	Up to 2 Years
Troy Products	Gun racks and storage boxes	15%	MD	Up to 5 Years
Truck Vault	Storage boxes	5%	MD (Exclusive)	Up to Lifetime
Tuffy	Storage boxes	15%	MD	Limited
TufLoc / Esmut	Storage boxes	10%	MD	3 Years

Computers / Consoles / Docking Stations / Laptop and Tablet Mounts / Printers				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Brother Mobile Solutions	Printers and accessories	5%	MD	Up to 2 Years
D&R Electronics	Consoles, laptop mounts, docking stations	15%	Dealer	1 Year
Gamber Johnson	Consoles, laptop mounts, docking stations	35%	MD	Up to Lifetime
Havis	Consoles, laptop mounts, docking stations	30%	MD	Up to Lifetime
Havis	Apple related product and ICS (Integrated Control System)	3%	MD	3 Years
HINT Mounts	Consoles, laptop mounts, docking stations	12%	MD	Limited
Jotto Desk	Consoles, laptop mounts, docking stations	18%	MD	1 Year
LEM Solutions	Printer mounts	3%	MD	Limited
Lund Industries	Consoles, laptop mounts, docking stations	10%	MD	Limited
Panasonic	Laptops	5%	Dealer	Up to 3 Years
PMT (Precision Mounting Technologies)	Consoles, laptop mounts, docking stations	15%	MD	Up to Lifetime
Prisoner Transport Systems (PTS)	Consoles	10%	Dealer	Limited
RAM Products	Consoles and laptop mounts	30%	MD	Up to Lifetime
Samsung	Computing devices	5%	Dealer	Up to 3 Years
Troy Products	Consoles, laptop mounts, docking stations	18%	MD	Up to 5 Years

Radar / In-Car Video / LPR / Collision Avoidance / Vehicle Safety				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Apollo Video	In-car video	5%	MD	2 Years
Decatur Electronics	In-car video and radar	3%	MD	Up to 5 Years
Digital Ally	Body camera and in-car video	7%	MD	Limited
Genetec	LPR	5%	MD (Exclusive)	Up to 5 Years
L3 Mobile Vision / Safe Fleet	In-car video	3%	Dealer	Up to 3 Years
Mobileye	Collision avoidance	5%	MD (Exclusive)	Limited
MPH Radar	Radar	3%	Dealer	Up to 3 Years
Point Blank / Advanced Tech Group	Body camera and in-car video	5%	MD	Limited
Patrol Witness	In-car video	2%	MD	Limited
Rearview Safety	Back-up camera systems, back-up sensors, 360 systems, mobile DVRs, dash cameras	10%	Dealer	1 Year
Rostra	Back-up camera systems, back-up sensors, 360 systems, mobile DVRs, dash cameras	10%	Dealer	Up to 3 Years
Stalker	Radar	3%	MD	Up to 3 Years

Radar / In-Car Video / LPR / Collision Avoidance / Vehicle Safety (continued)

Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Utility	Body camera and in-car video	3%	Dealer	Up to 5 Years
WatchGuard	Body camera and in-car video	2%	MD	1 Year

Flashlights & Other Lighting

Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Bayco Products	Flashlights	30%	MD	Up to Lifetime
Maglite	Flashlights	30%	MD	Up to Lifetime
Pelican Products	Flashlights and scene lighting	25%	MD	Up to Lifetime
Streamlight	Flashlights	30%	MD	Up to Lifetime
Sure Fire	Flashlights	12%	Dealer	Up to Lifetime

Truck Toppers / Caps

Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
A.R.E.	Toppers and tonneau covers	5%	Dealer	Up to Lifetime
BAKFlip	Bed cover	10%	Dealer	Up to 2 Years
Reading	Steel commercial caps	5%	MD	5 Years
Roll n Lock	Bed cover	12%	Dealer	Up to 3 Years
SpaceKap	Transferable fiberglass caps	2%	MD	Up to Lifetime

Bodies / Cranes / Truck Equipment

Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
A.R.E.	Toppers and tonneau covers	5%	MD	Up to Lifetime
Buyers Products	Truck equipment and accessories	18%	Dealer	Up to Lifetime
DeeZee	Truck equipment and accessories	10%	Dealer	Up to Lifetime
Keystone Automotive	Truck equipment and accessories	10%	Dealer	Varies by Manufacturer
Liftmoore Cranes	Service cranes	5%	MD	Up to 3 Years
Mayer Distributing	Truck equipment and accessories	10%	Dealer	Varies by Manufacturer
Pollinger	Service cranes	8%	Dealer	Up to 3 Years
Reading	Crane bodies, mechanics bodies, dump bodies, stake / platform bodies, service / utility bodies	5%	MD	Up to 10 Years
Rugby Manufacturing	Dump bodies	5%	MD	Up to 3 Years
Sterling Equipment	Heavy duty push bumpers and headache racks	5%	Dealer	Up to 1 Year
Thieman Tailgates	Liftgates	5%	MD	Up to 1 Year
Venture Cranes	Service cranes	5%	Dealer	Up to 1 Year

Van Storage Equipment

Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Kargo Master	Van interior packages, van ladder racks	5%	MD	Up to Lifetime
Legend Fleet Solutions	Van interior floor and wall solutions	5%	Dealer	Limited
Masterrack	Van interior packages, van ladder racks, van interior floor and wall liners	15%	MD	1 Year
OPS	Van interior packages	10%	MD	Limited
Westcan Manufacturing	Van interior packages, van interior floor and wall liners	5%	Dealer	Limited

Footwear / Apparel

Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
5.11 Tactical	Apparel, bags, boots, shoes	30%	MD	Up to Lifetime
Bates	Boots and shoes	25%	Dealer	Limited
Blackhawk!	Apparel, bags, boots	25%	Dealer	Up to Lifetime
Danner	Boots and shoes	18%	Dealer	Up to 6 Months
Magnum	Boots and shoes	22%	Dealer	1 Year
Propper	Apparel, bags, boots, shoes	15%	MD	Limited
Rocky	Boots and shoes	22%	Dealer	1 Year
Tru-Spec	Apparel, bags, boots	25%	MD	2 Years

DSS Products & Services

Manufacturer	Products Offered	Pricing	Master Distributor or Dealer	Warranty
DSS Graphics	Design, printing, installation, and removal services	Quoted per job		7 Years
DSS Products	Private label products or sole distributor products	15% off MSRP		Varies
DSS Website	www.danasafetysupply.com - All products	5% off MSRP		Varies
Fleet Safety Website	www.fleetsafety.com - All products	5% off MSRP		Varies
Install Rate	Hourly install rate for install and repair services	$70 per hour		5 Years
Vehicle pick-up and delivery	Calculated based on round trip from DSS location to customer	$1 per mile		

Body Armor

Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Armor Express	Body armor	30%	MD	5 Years
Onyx	Body armor	35%	MD	5 Years
Point Blank	Body armor	25%	MD	5 Years
Propper	Body armor	20%	MD	5 Years

Duty Gear

Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
1791 Gun Leather	Holsters	10%	Dealer	Limited
Gould & Goodrich	Holsters, belts, and accessories	30%	MD	Limited
Hero's Pride	Badges, duty gear, insignia, patches and recognitions	25%	Dealer	Limited
High Speed Gear	Holsters, belts, and accessories	10%	Dealer	Up to Lifetime
Safariland	Holsters, belts, and accessories	20%	Dealer	Up to Lifetime

Fire Gear & Tools

Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
ATI Fire Products	Nozzles, hoses, and coupling	10%	Dealer	Varies
Fire Ninja	Safety vests, glowfleet tracking decals, sub zero cooling towels, and knives	12%	Dealer	Varies
Holik	Gloves	10%	Dealer	Limited
Innotex	Bunker / turnout gear	5%	Dealer	Limited
Nupla	Fire tools	30%	MD	Up to Lifetime

Full Line Supplier of Other Items

Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Aervoe	LED flares	20%	Dealer	Up to 5 Years
Amerex	Fire extinguishers	10%	MD	Up to 12 Years
Angel Armor	Vehicle driver window armor	5%	Dealer	5 Years
ASP	Baton, flashlights, handcuffs	20%	MD	Up to Lifetime
Avon Protection	First responder Care Products (includes gas masks, etc and Accessories / Spares	5%	MD	Varies
Blackinton	Badges, insignia, and recognitions	20%	MD	Up to Lifetime
Combined Tactical Systems (CTS)	Less lethal munitions	8%	MD	Limited
Edge Tactical	Protective and ballistic eyewear	30%	MD	Limited
Garrett Metal Detectors	Walk thru and hand metal detectors	5%	MD	Up to 2 Years
Nite Stack	Night vision	5%	MD	1 Year

Full Line Supplier of Other Items				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Noptix	Vehicle mounted thermal imaging	5%	Dealer	2 Years
Pac Kit	First aid kits	20%	Dealer	Limited
Panorama Antennas	Antennas for vehicle mounting	10%	MD	Limited
Sabre	Less lethal	34%	MD	Up to 2 Years
SIG Sauer	Handguns, rifles, scopes, sights, ammunition	5%	MD (Exclusive)	Up to Lifetime
Simunitions	Non-lethal training ammunition	5%	MD	Up to 5 Years
Strehle	Forensic, vehicle, evidence, and surveillance solutions	5%	MD	Up to Lifetime
Smith & Warren	Badges, insignia, and recognitions	20%	MD	Up to Lifetime
Theon	Night vision	10%	MD	Up to 10 Years
Tremco	Vehicle anti-theft system	10%	MD	Limited
Wanco	Arrow board, light tower, message signs, and speed signs	3%	MD	Up to 5 Years
Zoll	AED	25%	MD	Up to Lifetime
Zoll	AED accessories	10%	MD	Up to Lifetime

Vehicles				
Manufacturer	Products Offered	% over Cost	Master Distributor or Dealer	Warranty
Chevrolet	Chevrolet line of vehicles	4%	Dealer	3 Years / 36K Miles
Dodge	Dodge line of vehicles	4%	Dealer	3 Years / 36K Miles
Ford	Ford line of vehicles	4%	Dealer	3 Years / 36K Miles

BRADFORD COUNTY
FINAL BID TABULATION
RFP NO. BCSO2019-01 LIGHTING, EMERGENCY LIGHTING, SPECIALTY EQUIPMENT, PUBLIC SAFETY EQUIPMENT AND ACCESSORIES - PARTS SALES AND INSTALLATION SERVICE

BID OPENING DATE 6/24/2019

COMPANY	POINTS	ATTACHMENT A (Y/N)	ATTACHMENT B (Y/N)	ATTACHMENT C (Y/N)
Dana Safety Supply**	182	Y	Y	Y
Handy Worx	No Bid			
Morganelli & Associates	No Bid			

REMARKS: ** INDICATES INTENDED AWARDEE

Gordon Smith, Sheriff

SHERIFF

Bradford County

September 6, 2023

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Contract No. BCSO2019-01

To whom it may concern,

The Bradford County Sheriff's Office agrees to allow any local or state government entity the ability to "Piggyback" off the above stated contract. Additional information regarding this can be found in Section 10 of said contract. If you have any questions or if I can be of any assistance, please contact me directly.

Thanks,

5720

Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306

Closing/settlement fees.
8. All Bids must state the net amount expected to be paid to the seller.
Sealed bids will be received until 12:00pm. on Thursday, June 20th, 2019 at Starke City Hall, located at 209 North Thompson Street, in Starke, Florida.

6/6 2tchg 6/13-BCT

NOTICE

The Bradford County School Board will hold a Public Hearing on July 8, 2019 at 5:30 P.M. on the 2019-2020 Pupil Progression Plan Grades K-5, Grades 6-8 and Grades 9-12. The 2019-2020 Code of Conduct for Elementary and Secondary, Dropout Prevention Plan and New / Updated Board Policies #3.16 Charter Schools #4.15 District and Statewide Assessment Program
#4.21 Home Education Program.
The Public Hearing will be held in the Board Room at 501 West Washington Street Starke, FL 32091. Immediately following the Public Hearing will be the Regular School Board Meeting for July 8, 2019. The items listed above will be on the agenda for approval.

6/6 Stchg 7/4-BCT

NOTICE

The Bradford County Sheriff's Office requests proposals for installation of lighting systems, aftermarket and specialty equipment for the Fleet Management Division. For details please contact Captain George Konkel. The deadline for submissions is June 17, 2019.

6/6 1tchg-BCT

NOTICE OF SALE

Notice is hereby given that pursuant to the Florida Self Storage Facility Act Statutes (Section 83.801 – 83.809); Santa Fe Storage of Starke will sell for cash to the highest bidder on storageauctions.com for location at 1630 North Temple Ave, Starke, County of Bradford, FL, at 2:00 pm on Wednesday, the 19th day of June; 2019: the household goods and misc. contents of the following:
A007 MELLISA D WYNN
C004 JAKIA D BARR
I045 RONALD G SHETLER JR
J078 KENDALL E HOPGOOD

6/6 2tchg 6/13-BCT

NOTICE OF SALE

Notice is hereby given that pursuant to the Florida Self Storage Facility Act Statutes (Section 83.801 - 83.809);
Santa Fe Storage of Waldo. Will sell for CASH to the highest bidder on Storageauctions.com
For location at 15540 NE HWY 301, Waldo, County of Alachua, Florida; ending at 2:00 PM on Wednesday, the
19th day of June 2019, the household goods and misc. contents of the following:
B018 SHELBY NICOLE
B019 SHELBY NICOLE

6/6 2tchg 6/13-BCT

B-sect Legals 6.6.19

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA
NOTICE OF ADOPTION OF RESOLUTION CLOSING AND ABANDONING ROADWAY

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Bradford County, Florida, at a duly advertised public hearing held on Monday, May 6, 2019, at 9:30 A.M. and pursuant to the authority provided by Chapter 336, *Florida Statutes*, exercised its authority to close and abandon a short portion of the roadway known as S.E. 20th Avenue which runs across and through Parcels 06055-0-00100, 06055-0-00000 and 06054-0-00000 in Bradford County, Florida by the adoption of Resolution 2019-25.
A copy of Resolution 2019-25 may be obtained by any member of the public at the Office of the County Clerk, located at 945 North Temple Avenue, Starke, Florida, during regular business hours (Monday through Friday, exclusive of holidays, from 8:00 A.M. to 5:00 P.M.).

6/6 1tchg-B-sect

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Bradford County, Florida shall hold a public hearing on Thursday, June 20, 2019 at 6:30 P.M., or as soon thereafter as the matter may be heard, in the Board of County Commissioners Chambers at the Bradford County Courthouse, located at 945 N. Temple Avenue in Starke, Florida, to consider the exercise of its authority pursuant to Chapter 336, *Florida Statutes*, to close and abandon that certain portion of Jackson Street lying south of Canova Street (East One-Half) as per the Lakeside plat, recorded in Plat Book 2, Page 24 of the Public Records of Bradford County, Florida.
Copies of materials related to this public hearing may be obtained by any member of the public at the Office of the County Clerk, located at 945 North Temple Avenue, Starke, Florida, during regular business hours (Monday through Friday, exclusive of holidays, from 8:00 A.M. to 5:00 P.M.).
On the date, time and place first above mentioned, all interested persons may appear and be heard with respect to this matter.
The public hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearing shall be announced during the public hearing and that no further notice concerning the matter will be published.
All persons are advised that, if they decide to appeal any decision made at the public hearing, they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities who require assistance to participate in the meeting are requested to notify the Clerk of the Court, Bradford County Courthouse, Starke, Florida, 904-966-6280 at least two business days in advance; if you are hearing or voice impaired call 1-800-955-8771.

6/6 2tchg 6/13-B-sect

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Bradford County, Florida shall hold a public hearing on Thursday, June 20, 2019 at 6:30 P.M., or as soon thereafter as the matter may be heard, in the Board of County Commissioners Chambers at the Bradford County Courthouse, located at 945 N. Temple Avenue in Starke, Florida, to consider the exercise of its authority pursuant to Chapter 336, *Florida Statutes*, to close and abandon that certain portion of Jackson Street lying south of Canova Street (West One-Half) as per the Lakeside plat, recorded in Plat Book 2, Page 24 of the Public Records of Bradford County, Florida.
Copies of materials related to this public hearing may be obtained by any member of the public at the Office of the County Clerk, located at 945 North Temple Avenue, Starke, Florida, during regular business hours (Monday through Friday, exclusive of holidays, from 8:00 A.M. to 5:00 P.M.).
On the date, time and place first above mentioned, all interested persons may appear and be heard with respect to this matter.
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All persons are advised that, if they decide to appeal any decision made at the public hearing, they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities who require assistance to participate in the meeting are requested to notify the Clerk of the Court, Bradford County Courthouse, Starke, Florida, 904-966-6280 at least two business days in advance; if you are hearing or voice impaired call 1-800-955-8771.

6/6 2tchg 6/13-B-sect

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA
NOTICE OF ENACTMENT OF ORDINANCE

REQUEST FOR PROPOSALS OF
LIGHTING, EMERGENCY LIGHTING, SPECIALTY EQUIPMENT, PUBLIC SAFETY EQUIPMENT AND ACCESSORIES - PARTS SALES AND INSTALLATION SERVICE
RFP NO. BCSO2019-01

Date: June 03, 2019

The Bradford County Sheriff's Office, Bradford County, Florida requests proposals for Installation of lighting systems, aftermarket and specialty equipment for the Fleet Management Division.

SECTION 1.0 GENERAL INFORMATION

The Bradford County Sheriff's Office area covers 300 square miles serving a population of approximately 27,000.

1.1 General Requirements

- Proposer must provide current reference for manufacturer and dealer that will be servicing the Bradford County Sheriff's Office
- Proposer shall be responsible for pick-up and delivery of vehicles/equipment from and to the Bradford County Sheriff's Office's Fleet Management Department.
- Proposer must maintain a full time technical service department capable of providing on-site service and repairs as well as technical assistance via telephone.
- Proposer must be the actual installer of all equipment utilizing properly trained personnel thoroughly familiar with the equipment to be installed.
- Proposer shall provide a minimum of five references to substantiate previous satisfactory and successful completion of similar projects.
- Proposer shall be responsible for each manufacturer's standard warranty on equipment and accessories.

1.2 Equipment

- Proposer shall be a full line supplier of emergency lighting, general lighting systems and equipment.
- Proposer shall be a full line supplier of vehicle aftermarket accessories and public safety accessories.
- Proposer shall provide a full line of law enforcement /emergency vehicle equipment for light, medium and heavy-duty vehicles.
- Pricing shall not be limited to lighting systems, but must also be extended to all other items as well.

1.3 Dealership

- Proposer shall state number of years in business
- Proposer shall have an established working dealership with staffed office, parts, and service facilities.

SECTION 2.0 STATEMENT OF WORK

2.1 General

It is the intention of the Bradford County Sheriff's Office to enter into contract with a single provider for purchases of various safety equipment, lighting, law enforcement/emergency equipment and installation services

A price structure is to be established for equipment installs, options, accessories and parts, which the Bradford County Sheriff's Office may purchase for five years with an option for renewal for an additional five years.

All equipment installed shall be the manufacturers' latest model. Appurtenances and/or accessories not herein mentioned shall be included, conform to best practice known in design, quality of workmanship and material, and be subject to these specifications in full. The specifications shall be construed as a minimum.

Should the manufacturer's current published data or specifications exceed these, they shall be considered minimum and be furnished.

All equipment furnished under this Contract shall be constructed with due consideration to intended use and performance characteristics, including but not limited to, such that they will operate under all conditions (weather, environmental, etc.) in conformity with Owner's specifications and all applicable federal, state, and local laws.

All warranty papers shall be delivered with each piece of equipment.

A preconstruction meeting to completely review the specifications for the installation of equipment, including an agreement that the price is consistent with the contract and approved by the Bradford County Sheriff's Office. The Bradford County Sheriff's Office will perform a final inspection and full performance test of the equipment. The seller shall provide the technical information and representative(s) to allow for a complete and thorough conformance meeting/inspection. Any and all third party certifications shall be available for review at this meeting. The equipment will not be accepted until the accessories have been tested and accepted by the Bradford County Sheriff's Office Fleet Management.

2.2 Contract Change Orders

The vendor shall notify the Bradford County Sheriff's Office, **in writing**, of all Change Orders for every piece of equipment/ installation purchased. Change Orders shall be approved by the Bradford County Sheriff's Office's Fleet Management Department.

Change Orders shall include the following as a minimum:

A. Changes to be made (i.e., equipment, equipment components, equipment installation, accessories, accessory components).
B. Additional time associated with any changes, (if any).
C. Additional cost associated with any changes, (if any).

The Bradford County Sheriff's Office shall not be held liable for costs associated with Change Orders for which they are not properly notified in writing. A copy of all Change Orders shall be sent to the addresses listed below:

Attn.: Chief of Operations/Capt. G. Konkel
Bradford County Sheriff's Office
Fleet Management Department
945-B North Temple Avenue
Starke, Florida 32091
Phone Number – (904) 964-2276
Fax Number – (904)966-6160

2.3 **Delivery**

The vendor shall state in their proposal process used to establish delivery dates for the various vehicles. Bidder shall state delivery times, after receipt of order (ARO), for all types of vehicles offered by the bidder. Vendor shall deliver all equipment to Bradford County Sheriff's Office free of charge.

The equipment shall be installed, serviced, adjusted, and demonstrated to the satisfaction of the Bradford County Sheriff's Office that they are in perfect mechanical condition.

2.4 **Acceptance**

Equipment and accessories will be accepted only after the above requirements for delivery have been met. Delivery of equipment and accessories to the Bradford County Sheriff's Office does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the delivered equipment or accessory meet specifications and the conditions listed in the specifications have been met. Should the delivered equipment or accessory differ in any respect from specifications, payment will be withheld until such time as the vendor completes necessary corrective action.

The Fleet Management Division shall notify the equipment installer of any deviation(s) in writing within ten (10) calendar days and the contract provisions regarding delivery shall prevail. Within ten (10) calendar days following notification of non-compliance by the Fleet Management Division, the Seller shall provide to the Bradford County Sheriff's Office a detailed proposal for corrective action. If the proposed corrective action is not acceptable to the receiving agency, the County may authorize the recipient to refuse final acceptance of the equipment and/or accessory in which case the equipment and/or accessory shall remain the property and the responsibility of the provider and the Bradford County Sheriff's Office shall not be liable for payment for any portion thereof. Electronic notification shall be accepted by both the Contractor and the Bradford County Sheriff's Office.

2.5 **Deliverables**

Upon request, vendor shall include Operational manuals and or CDs for equipment installed.

2.6 **Training**

Operator and technician training for each new model:
An authorized representative shall conduct the operator training for each new model. It shall consist of detailed operator maintenance requirements and techniques for proper operation of the equipment.

2.7 **Warranties**

Proposer shall provide detailed manufacturers' warranty information.

A delay in warranty start date is required on all equipment purchased by the Bradford County Sheriff's Office. Warranty shall become effective when the vehicle is put into use by the County rather than at time of delivery. Equipment and accessories must all meet ANSI, SAE and other applicable standards.

Proposer shall provide all warranty service.

Vendor must provide immediate response time for warranty work.

Vendor must provide immediate response time for recalls.

SECTION 3.0 PROPOSAL RESPONSE REQUIREMENTS

3.1 A prospective Respondent's response to this RFP should include the following information at a minimum. Please note that the proposal should address the requirements in a clear and concise manner in the order stated herein.

Proposals must be tabbed as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the Bradford County Sheriff's Office.

3.2 The Bradford County Sheriff's Office reserves the right to seek additional/supplemental representation on specific issues as needed.

3.3 Respondent's shall construct their proposal in the following format and a tab must separate each section. **Do not submit BINDERS 1 and BINDERS 2 together. Place in separate sealed envelopes.**

BINDER 1 - (NO-COST) PROPOSAL
Do not include any pricing in any part of BINDER 1.

TAB 1 - EXECUTIVE SUMMARY (Maximum 5 points)

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the Respondent, their title(s), address(es), and telephone and fax number(s). The summary must be limited to a

maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

TAB 2 – Equipment (Maximum 40 points)

Vendor shall enclose a complete description of equipment and accessories. Creativity shall be welcomed and considered in awarding points. Points shall be awarded for the ability to supply a variety of different equipment and accessories.

TAB 3 – LOCATION (Maximum 10 points)

Provide a description of the firm's local (Florida) presence, including local offices, personnel, clients, etc.

Location	Rating Points
Within 50 miles of County - Firm's Home Office or Branch Office that will complete at least one hundred percent (100%) of the work by total fees.	10

TAB 4 –Delivery Schedule (Maximum 5 points)

Vendor shall enclose detail delivery schedule. Creativity shall be welcomed and considered in awarding points.

TAB 5 –Warranty (Maximum 15 points)

State conditions of the warranty(s) provided by the vendor and/or manufacturers. If the proposal includes one or more warranties, then a list must be provided of different dealers names and locations. Creativity shall be welcome and considered in awarding points. Extended warranty prices and conditions should be included in this section.

TAB 6 – Service and Maintenance (Maximum 25 points)

State name and location of nearest factory authorized parts and service facilities. Describe mobile service and response time. All parts and service related issues shall be considered in this tab.

Service

- Mobile service shall be provided immediately upon request of service.
- Technicians shall be employees of the manufacturer or dealer. No subcontractors will be allowed.
- Proposer shall state level of shop capability and types of service provided
- Proposer shall provide fixed and hourly cost of service provided by factory and dealer.
- Creativity shall be welcomed and considered in awarding points.
- Proposer could include extended maintenance pricing.

Training

- Proposer shall provide equipment repair, maintenance and operational training for Bradford County Sheriff's Office.

TAB 7 – Vehicle Manufacturer Drop Ship Codes (Maximum 15 Points)
Complete and attach a listing of the vehicle manufacturer drop ship codes currently obtained by the vendor. These drop ship codes will allow Bradford County Sheriff's Office to ship vehicles directly to the vendor for installation work.

TAB 8 – Financials (Maximum 10 points)
Provide company income statement and balance sheet information for review by Bradford County Sheriff's Office. The purpose of this information is to ensure the vendor has sufficient financial strength and stability to meet the demands of the department.

TAB 9 – Bradford County Sheriff's Office Documents
Complete and attach the forms contained in the attachments:

- Attachment A – Representations/Certifications
- Attachment B – Local Vendor Affidavit
- Attachment C – Formula for Assigning Cost Points
- Federal IRS Form W-9

BINDER 2 - FEE PROPOSAL (*Maximum* 65 Points)
In a separate, sealed envelope, provide an ORIGINAL, so identified and three (3) complete copies and One (1) Electronic copy of your proposed cost for equipment defined herein for the term of the contract. The fee shall include all travel, equipment, and any other related expenses. All equipment prices are to be FOB, Bradford County Sheriff's Office, Fleet Division, 945 N Temple Avenue, Starke, Florida 32091

The Seller shall complete the pricing of the items listed in Appendix A, which will be the basis for awarding the points of the Fee Proposal portion of the request for proposal. In addition, the Seller shall state any discounts (priced at a percentage off of MSRP or a fixed dollar amount / percentage over the cost of the item) for other manufacturers that can be offered by the Seller (discounts must be shown for each classification of items or individual items unless all items have the same percentage of discounts / pricing).

Vendor shall state warranty cost and extended warranty cost which the Vendor may offer.

3.4 Proposals shall be submitted as follows.

3.4.1 All proposals must be delivered to the Bradford County Sheriff's Office at the address below no later than Month Day, 2019. Late proposals will be rejected. Failure to comply with this, or any other paragraph of the Request for Proposals, shall be sufficient reason for rejection of the proposal.

Please mark **Four (4)** copies and **One (1)** original of the written proposal envelope(s) as follows: **TWO (2) IN ELECTRONIC FORMAT COPIES (FLASH DRIVE OR COMPACT DISC (CD)) IN MICROSOFT WORD 10.0 OR HIGHER, OR ADOBE ACROBAT:**

Please mark Four (4) copies of the cost proposal envelope(s) as follows:

Cost Proposal
Do not open Until Qualified.
Request for Proposal No. BCSO 2019-01
Please address the mailing envelope(s) as follows:

Bradford County Sheriff's
Chief of Operations
945 N Temple Avenue
Starke, Florida 32091

3.4.2 The front of each proposal envelope/container shall contain the following information for proper identification:

- the name and address of the Respondent
- the word "Proposal" and the RFP number
- the time/date specified for receipt of proposals
- the number of each envelope/container submitted **(i.e. "1 of 3, "2 of 3", "3 of 3")**

3.4.3 **ALL PROPOSALS MUST BE RECORDED (CLOCKED-IN) IN THE PURCHASING DIVISION ON OR BEFORE THE TIME AND DATE INDICATED ON THE RFP DOCUMENT**. The responsibility for submitting the proposal to the Procurement Services Division on or before the above stated time and date is solely that of the Respondent. The Bradford County Sheriff's Office will in no way be responsible for delays in mail delivery or delays caused by any other occurrence. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

3.4.4 All proposals must be in writing. Non-responsive proposals may not be considered. The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal Respondent.

3.4.5 The Bradford County Sheriff's Office shall not be liable for any costs incurred by a Respondent prior to entering into a contract. Therefore, all Respondents are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.

This Section left blank intentionally

SECTION 4.0 SCHEDULE

The proposed time schedule as related to this procurement is as follows:

Release of RFP .....June 03, 2019
Deadline for requests for clarification, questions, etc..... June 07, 2019
(Responded to by County as addendum if necessary) ...June 10, 2019
Deadline for submission of proposal.....June 17, 2019
Anticipated Contract Award .....June 24, 2019

SECTION 5.0 EVALUATIONS OF PROPOSALS

5.1 Evaluation Criteria: The Bradford County Sheriff's Office shall evaluate and rank responsive proposals and score them using the following criteria:

5.1.1 Scoring Criteria Table

CRITERIA	MAX SCORE	FACTOR	TECHNICAL SCORE MAXIMUM POINTS
TECHNICAL PROPOSAL	(whole # only)		
Executive Summary	5	1	5
Equipment/accessory product line	5	8	40
Delivery Schedule	5	1	5
Warranty	5	3	15
Service and Maintenance	5	5	25
Vehicle Manufacturer Drop Ship	5	3	15
Financials	5	2	10
Location	5	2	10
COST/PRICE PROPOSAL			
Cost to the Bradford County Sheriff's Office			65
Maximum Points Allowed			**190**

5.1.2 Technical Scoring Scale Table

Score	Basic Description	Full Description
0	No Response / Not Addressed or Vaguely Addressed	Answer is No to RFP requirements; this element of the evaluation criteria was **not addressed or vaguely addressed.**
1	Poor/Below Expectations / Unsatisfactory	The proposal is inadequate in most basic requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria was **unsatisfactory.**

2	Below Average / Meets Some Expectations	The proposal meets many of the basic requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria is **below average.**
3	Average / Meets Most Expectations	The proposal adequately meets the minimum requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria is **average.**
4	Above Average / Meets All Expectations	The proposal more than adequately meets the minimum requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria is **above average.**
5	Excellent / Exceeds Expectations	The proposal exceeds minimum requirements, specifications or provision in most aspects of the criteria element; respondent's information for this element of the evaluation criteria is **Excellent.**

5.2 Technical Score: Evaluators will independently review each proposal and award points based on a zero (0) to five (5) point scale for the established criteria. This score will be multiplied by the designated factor to receive a point score for these criteria. The sum the Evaluator's scores for each criterion will be divided by the number of evaluators to provide an overall Technical point score for each criteria and Respondent respectively. The fractional value of points to be assigned will be rounded to one decimal place.

5.3 Cost/Price Proposal Score: Price analysis is conducted through the comparison of Price Proposals submitted. The maximum points will be awarded to the lowest responsive Price Proposal. Proposals with higher costs will receive the fraction of the maximum points proportional to the ratio of the lowest Price Proposal to the higher Price Proposal. The fractional value of points to be assigned will be rounded to one decimal place.

The criteria for price evaluation shall be based upon the following formula:

(Low Price/Respondent's Price) x Price Points = Respondent's Awarded Cost/Price Points

5.4 Overall Score and Ranking: The Respondent's Technical point score plus the Cost/Price points equals the Respondent's Total Proposal score. Respondents will be ranked numerically 1, 2, 3, etc. from highest point score to the lowest point score.

SECTION 6.0 CONTRACT AWARD

6.1 The Bradford County Sheriff's Office reserves the right to incorporate the successful firm's proposal into a contract. Failure of a firm to accept this obligation may result in the cancellation of any award.

6.2 The selected firm will be required to assume responsibility for all services offered in the proposal. The Bradford County Sheriff's Office will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment of any or all charges.

6.3 A copy of the recommended ranking and award will be available for review in the Purchasing Division upon completion of the evaluation by the committee. Vendors may obtain a copy of the final ranking from the Bradford County Sheriff's Office, Chief of Operations.

SECTION 7.0 RIGHT OF REJECTION:

The Bradford County Sheriff's Office reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the Bradford County Sheriff's Office and its citizens.

SECTION 8.0 REQUESTS FOR CLARIFICATIONS. INTERPRETATIONS & ASSISTANCE

All questions concerning this Request for Proposals must be directed through:

Chief of Operations
Phone: 904-966-2276
E-mail:
george_konkel@bradfordsheriff.org
CHIEF OF OPERATIONS
BRADFORD COUNTY SHERIFF'S OFFICE
945 N TEMPLE AVENUE, STARKE, FLORIDA 32091

All telephone conversations are to be considered unofficial responses and will not be binding. Questions, verifying the Request for Proposals' content, if appropriate, will be responded to in writing. The written response will be the Bradford County Sheriff's Office official response and will be mailed to all Respondents that requested the Request for Proposals.

SECTION 9.0 GENERAL TERMS AND CONDITIONS

9.1 EQUAL OPPORTUNITY AGREEMENT

9.1.1 In connection with work performed under a Bradford County Sheriff's Office contract, the Respondent agrees, upon receipt of a written award or acceptance of a contract, to support and abide by the Bradford County Sheriff's Office Equal Opportunity Pledge.

9.12 By submitting a proposal in response to this solicitation, the Respondent agrees to --

(a) Not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin;

(b) Post a copy of this pledge in a conspicuous place, available to all employees and job applicants.

9.1.3 Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an "Equal Opportunity Employer".

9.2 PUBLIC ENTITY CRIMES

As required by Florida State Statute 287.133, (2 (a), 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals 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 s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the Bradford County Sheriff's Office within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

9.3 INDEMNIFICATION

The consultant shall indemnify and save harmless the Bradford County Sheriff's Office, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the Bradford County Sheriff's Office including without limitation attorney's fees and costs of litigation, to the extent that the same arise out of or are caused by any act or omission of the consultant, its subconsultants or subcontractors, or by the employees, officers, directors, or agents of the consultant, or its subcontractors.

9.4 ISSUANCE OF ADDENDA

9.4.1 If this solicitation is amended, the Bradford County Sheriff's Office will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

9.4.2 Respondents shall acknowledge receipt of each addendum to this solicitation using one of the following methods:

- By signing and returning the addendum;
- By signed letter;
- By signed facsimile (subject to the conditions specified in the provision entitled "FACSIMILE DOCUMENTS".)

9.4.3 The Bradford County Sheriff's Office must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

9.5 PAYMENT

9.5.1 Prompt Pay Policy

It is the policy of the Bradford County Sheriff's Office to fully implement the provisions of the State of Florida Prompt Payment Act. For more information, please refer to Florida State Statute 218.7.

9.5.2 Withholding Payment

In the event a contract is canceled under any provision herein, the Bradford County Sheriff's Office may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

9.6 INSURANCE REQUIREMENTS:

Prior to commencing work, the Consultant shall procure and maintain at Consultant's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Consultant, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in Consultant's proposal.

9.6.1 Consultant shall maintain limits no less than:

Commercial General/Umbrella Liability Insurance - $1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

Business Automobile/Umbrella Liability Insurance - $1,000,000 limit per accident for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

Workers' Compensation and Employers'/Umbrella Liability Insurance --

Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for $1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the Bradford County Sheriff's Office whether or not the Contractor or Vendor is otherwise required by law to provide such coverage.

Professional Liability Insurance - $1,000,000 or as per project (ultimate loss value per occurrence).

9.6.2 Other Insurance Provisions

9.6.2.1 Commercial General Liability and Automobile Liability Coverages

- The Bradford County Sheriff's Office, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the County. The coverage shall contain no special limitations on the scope of protection afforded to the Bradford County Sheriff's Office, members of the County Commission, boards, commissions and committees, officers, agents, employees and volunteers.

- The Contractor's insurance coverage shall be primary insurance as respects the Bradford County Sheriff's Office, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Bradford County Sheriff's Office, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Bradford County Sheriff's Office, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers.

- Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.6.2.2 Workers' Compensation and Employers' Liability and Property Coverage's

The insurer shall agree to waive all rights of subrogation against the Bradford County Sheriff's Office, member of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of services under this Agreement.

9.6.2.3 All Coverage's

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Bradford County Sheriff's Office.

- If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. Bradford County Sheriff's Office County, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.

- Alternatively, Bradford County Sheriff's Office may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, the Bradford County Sheriff's Office may deduct from sums due to Contractor any premium costs advanced by the Bradford County Sheriff's Office for such insurance.

- Bradford County Sheriff's Office named as "additional insured" as its interest may appear.

9.6.2.4 Deductibles and Self-Insured Retention's

Any deductibles or self-insured retention's must be declared to and approved by the County. At the option of the County, the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the Bradford County Sheriff's Office, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

9.6.2.5 Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.

9.6.2.6 Verification of Coverage

Contractor shall furnish the Bradford County Sheriff's Office with

certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the County before work commences.

9.6.2.7 Subcontractors

Contractor shall include each of its subcontractors as insureds under the policies of insurance required herein.

9.7 ACCESS TO MEETINGS

Persons with disabilities requiring reasonable accommodations to attend meetings, please call, **PROCUREMENT SERVICES DIVISION, PHONE: 904-966-2279,** at least forty-eight (48) hours in advance (excluding weekends and holidays). For Selection Committee meeting date(s) contact the Chief of Operations, Bradford County Sheriff's Office, 945 N Temple Avenue, Starke, Florida.

9.8 CONFIDENTIALITY

10.8.1 By submitting a proposal in response to this solicitation, a Respondent acknowledges that Bradford County Sheriff's Office is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Respondent further acknowledges that any materials or documents provided to County may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a Respondent provide the County with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the Respondent shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The Respondent shall submit to County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Respondent fail to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

9.8.2 Should any person request to examine or copy any material so designated, and provided the affected Respondent has otherwise fully complied with this provision, Bradford County Sheriff's Office, in reliance on the representations of the Respondent, will produce for that person only the redacted version of the affected material. If

the person requests to examine or copy the complete version of the affected material, Bradford County Sheriff's Office shall notify the Respondent of that request, and the respondent shall reply to such notification, in a writing that must be received by the Bradford County Sheriff's Office no later than 4:00 p.m., ET, of the second Bradford County Sheriff's Office business day following Respondent's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Respondent refuses to permit disclosure or copying, the Respondent agrees to, and shall, hold harmless and indemnify the Bradford County Sheriff's Office for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the Bradford County Sheriff's Office, or assessed or awarded against the Bradford County Sheriff's Office, in regard to Bradford County Sheriff's Office refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Respondent is not initially named as a party, the Respondent shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a Respondent in response to the RFP and shall constitute Bradford County Sheriff's Office sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the Bradford County Sheriff's Office.

9.9 **GRIEVANCE PROCEDURE**

(a) **Right to Protest**. Any prospective bidder, or respondent may protest the provisions of a Request for Bids (IFB) or Request for Proposals (RFP).

i Protest of Specifications or Proceedings Prior to Bid Opening

Any actual or prospective bidder, or contractor, who is aggrieved in connection with the solicitation of a contract or bid, may protest on the grounds or irregularities in specifications or bid procedure.

ii Protest of Recommended Award

Any actual bidder or respondent, who is aggrieved in connection with the evaluation of bids, the evaluation of proposals, or the staff recommendation regarding award of a contract, provided that such bidder or respondent would have been awarded the contract but for the aggrieved action, may protest such evaluation or award recommendation.

(b) **Filing a Protest**. A written protest shall be considered filed, for purposes of this procedure when all related items are actually delivered to and received by the Chief of Operations. All protest shall be directed to the attention of the Chief of Operations.

i For protest related to the specifications or proceeding of an IFB or RFP, a formal written protest must be filed no later than 72 hours (excluding

weekends and holidays) prior to the scheduled bid opening date. Failure to timely file the written protest including the required protest bond/cashier's check, shall constitute a waiver of such protest.

ii For protest related to the evaluation of bids, evaluation of proposals, or staff recommendation regarding award of a contract, a written notice of intent to protest must be filed with Procurement Services within 72 hours (excludes weekends and holidays) after posting of the intended recommendation regarding award, and a written protest, must be filed with the Procurement Services Division no later than 5:00 p.m., ET, on the seventh (7th) calendar day following the date on which the written notice of intent to protest was filed. A weekend commences at 12:00 a.m., ET, on Saturday and ends at the same time on the following Monday. A holiday begins at 12:00 a.m., ET, on the observed holiday and ends at the same time on the following day. Such written protest shall state, with particularity the facts and grounds upon which the protest is based, and shall include references to applicable laws, statutes, ordinances, policies, or other authority on which the protest is based. Failure to timely file either the notice of intent or the written protest including the protest bond/cashier's check, shall constitute a waiver of such protest.

(c) **Protest Bond**. Any person who files a formal written protest, shall post with the Chief of Operations, at the time of filing the formal written protest, a cashier's check or bond payable to the Bradford County Sheriff's Office in an amount equal to 1 percent of the County's estimate of the total volume of the contract or $5,000, whichever is less.

(d) **Final Decision.** The Bradford County Sheriff's Office attorney or designee shall consider each protest and shall render a final determination. If the decision of the Bradford County Sheriff's Office Attorney or designee upholds the action taken by the Bradford County Sheriff's Office, then the Bradford County Sheriff's Office shall retain the amount in payment of a portion of the cost and expense, including but not limited to, time spent by Bradford County Sheriff's Office staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the Bradford County Sheriff's Office attorney or designee does not uphold the action taken by the Bradford County Sheriff's Office, then the Bradford County Sheriff's Office shall return that amount, without deduction, to the person or entity filing the protest.

(e) **Stay of Procurement During Bid Protest**

In the event protest is filed in accordance with the bid protest procedures herein, Chief of Operations shall not proceed further with the solicitation or award of the contract until the Bradford County Sheriff's Office Attorney or designee has rendered a written decision regarding the protest or until the or designee makes a written determination that continuation of the process and award of a contract without delay is necessary to protect the substantial interest of the County.

9.10 PROHIBITED COMMUNICATIONS

Any form of communication, other than written correspondence, shall be prohibited between any person or representative of any firm seeking an award of this solicitation and any Sheriff's staff, or any County employee authorized to act on behalf of the Sheriff. Prohibited communications shall be in effect from the date/time submittals are due for this solicitation until the Sheriff or authorized designee awards or approves a contract, rejects all responses, or otherwise takes action which ends the solicitation process.

Section 10.0 Purchases by other Governmental agencies

10.1 ALL TERM CONTRACTS: With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any Florida State or political subdivision or other public entity to bid any or all of these items independently. Should any such governmental entity purchase said services on such basis, the Contractor shall report such purchase to the Bradford County Sheriff's Office and, within thirty (30) days following final payment for each such service, shall provide a payment to the Bradford County Sheriff's Office, in the amount of 1% of the purchase price. This provision shall apply to all purchases initiated during the term of this Agreement, even if such purchase continues and payment is received after expiration of such term.

ATTACHMENT A
REPRESENTATIONS/CERTIFICATIONS

TAXPAYER IDENTIFICATION

Bidder must complete Federal Form W-9 and submit it with their bid. The form may be downloaded from the Internal Revenue web site at www.irs.gov.

OFFICIAL COMPANY INFORMATION AS REGISTERED (Type/Print)

COMPANY NAME: _____

MAIL ADDRESS: _____

_____
(City) (State) (Zip Code+4)

TELEPHONE NO: (Toll-Free Preferred)
VOICE: (____)_____, EXTENSION: _____
OTHER: (____)_____; FAX: (____) _____

EMAIL ADDRESS: _____

WEBSITE URL: _____

COMPANY CONTACT FOR CONTRACT MANAGEMENT (Type/Print)

PERSON NAME: _____

TELEPHONE NO: (Toll-Free Preferred)
VOICE: (____) _____, EXTENSION: _____
OTHER: (____) _____; FAX: (____) _____

EMAIL ADDRESS: _____

PAYMENT REMITTANCE ADDRESS (Type/Print) (if same as 2.8, enter "SAME 2.8")

NAME: _____

MAIL ADDRESS: _____

_____
(City) (State) (Zip Code+4)

TELEPHONE NO: (Toll-Free Preferred)
VOICE: (____)_____, EXTENSION: _____
OTHER: (____)_____; FAX: (____) _____

EMAIL ADDRESS: _____

CONTACT FOR INVOICE INQUIRIES

NAME: _____

TELEPHONE NO: (Toll-Free Preferred)
VOICE: (____) _____, EXTENSION: _____
OTHER: (____) _____; FAX: (____) _____

EMAIL ADDRESS: _____

WHERE TO SEND PURCHASE ORDER (IF APPLICABLE)

COMPANY NAME: _____

MAIL ADDRESS: _____

_____
(City) (State) (Zip Code+4)

ATTACHMENT B

Local Vendor Affidavit

To qualify for Location points, a vendor must maintain a permanent place of business with full-time employees within 100 miles of Bradford County, Florida, for a minimum of six (6) months prior to the date quotes are received. Local vendor must submit this Local Vendor Affidavit with their proposal for the preference.

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which meets ALL below requirements:

a) Has had a fixed office or distribution point located in and having a street address within 100 miles of Bradford County for at least six (6) months immediately prior to the submission of bids/quotes, to the Bradford County Sheriff's Office, *and*

b) Holds any business license required by the county area of which the business resides (please attach copies); *and*

c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in the 100 mile radius of Bradford County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in the 100 mile radius of Bradford County.

Please complete the following in support of the self-certification and submit copies of your County and/or County business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business/Company Name:	
Current Local Address:	Phone: ( ) Fax: ( )
If the above address has been for less than six months, please provide the prior local address: Length of time at this address:	
Home Office Address:	Phone: ( ) Fax: ( )

NOTE: The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

_____
Signature of Authorized Representative

_____
Print Name of Authorized Representative

_____
Date Signed

Attachment C

FORMULA FOR ASSIGNING COST POINTS

Cost evaluation points are determined based on the following:

Lowest bid in each category = Max Points in each category

Second lowest bid in each category = percentage of points relative to the difference in cost from the lowest bid in each category.

Add all points from each category to arrive at the total number of points.

Each bid after the second lowest to be determined using the same process.

Example:

$1,000 (Lowest Bid) = 25 points

$1500 (second lowest bid) = 500 divided by 1000 = 50% or 12.5 points

BID SUBMITTAL

Name:_____

(This section must be submitted with bid and shall become an integral part of the resultant contract.)

THE BIDDER AGREES

To sell the items listed in Appendix A to the Bradford County Sheriff's Office.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that:

(1) The price set forth herein has been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor.

(2) The price set forth herein will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening.

(3) No attempts have been made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

CERTIFICATION OF BIDDER

In response to this solicitation, I, the undersigned representative of the named bidder, hereby certify and represent as follows:

(1) That I have read and examined the solicitation in full and all attachments thereto, and that I have satisfied myself with respect to any questions I have regarding the solicitation; and

(2) That I am duly authorized by the named bidder to execute the bid and associated Purchase and Sale Agreement intending to bind the bidder to the County as stated in those documents; and

(3) That, if awarded the subject bid, the bidder will sell and/or donate the real estate described in the Purchase and Sale Agreement in strict accordance with its terms and conditions.

_____ _____

Print/Type Name, Title and Date Signature

APPENDIX A

Item No	Item	Description	Qty	Unit Price	Total Price
1	EMPLBS48	SOI M POWER LIGHT BAR – BCSO SPEC	1		
2	ETSA481CSR	SOI 100 WATT SIREN CONTROLLER	1		
3	ETSS100N	SOI 100 WATT SPEAKER	1		
4	EMPS2QMS2B	SOI 4" M POWER, BLUE, QUICK MOUNT FOR PUSHBUMPER	4		
5	TDXL6BB	BROOKING TITAN LIGHT – REAR DECK	2		
6	PK0600CGR11	SETINA PARTITION	1		
7	ST0380CGR11	SETINA LEP	1		
8	GK10301S1UHKSSCA	SETINA DUAL GUN RACK	1		
9	C-VS-2400-CHGR-2	HAVIS CONSOLE	1		
10	C-HDM-204	HAVIS SIDE MOUNT POLE	1		
11	C-HDM-303	HAVIS FIXED ADAPTOR	1		
12	C-MD-202	HAVIS TILT/SWIVEL	1		
13	C-CUP-2-I	HAVIS CUPHOLDER	1		
14	C-LP-4	HAVIS 4 OUTLET PLUGS	1		
15	C-ARM-103	HAVIS ARMREST	1		
16	C-AP-0645-L	HAVIS LOCKBOX	1		
17	C-MC	HAVIS MIC CLIP	2		
18	C-MCB	HAVIS MIC CLIP BRACKET	2		
19	WGI-D24	HAVIS WINDOW GUARDS	1		
20	UT-1003	HAVIS LAPTOP TRAY	1		
21	BK0532CGR15	SETINA PUSH BUMPER	1		
22	FL-80RFIP-2	BROOKING FLASHER	1		
23	MLS-2436R	REAR COMPARTMENT LIGHT	1		
24	VTX609B	WHELEN BLUE VERTEX	2		
				Total:	