

**BROWARD COUNTY SHERIFF'S OFFICE  
2601 W. BROWARD BLVD.  
FT LAUDERDALE, FLORIDA 33312**



*Pride in Service with Integrity*

**INVITATION TO BID**

**BID # 09104045**

**FOR**

**SMART CAR FORTWO PASSION COUPE**

Issue Date: April 27, 2009



*Pride in Service with Integrity*

**INVITATION TO BID  
BID #09104045  
SMART CAR FORTWO PASSION COUPE**

The Broward Sheriff's Office (BSO) will receive formal sealed bids for the **SMART CAR FORTWO PASSION COUPE** until **3:00 PM on May 7, 2009**. Copies of the Invitation to Bid (ITB) may be obtained online from the following web site [www.sheriff.org/purchasing](http://www.sheriff.org/purchasing) or from the Broward Sheriff's Office 2601 W Broward Blvd Room 3509, Ft. Lauderdale, FL., 33312, (954) 831-8170.

Bids will be opened at the Broward Sheriff's Office, 2601 W. Broward Blvd., Ft. Lauderdale, FL at the date and time indicated above. Scope of the services to be provided is detailed in the Invitation to Bid (ITB) document. Insurance is required.

The intent of this bid will be for a one-time purchase of the 2009 model year vehicles as specified. However, prices quoted shall remain valid until the manufacturer's cut-off date for placing factory direct orders for those models. The intent of this bid is to order vehicles against this solicitation for the **SMART CAR FORTWO PASSION COUPE** as specified. Any resultant award will not be an exclusive contract. The actual quantities to be ordered may increase or decrease contingent upon availability of funding.

Bids received after the deadline noted above will not be accepted. BSO reserves the right to postpone, accept or reject any and all bids in whole or in part. All bids must remain in effect for ninety (90) days from the date of Bid opening.

**PATRICK J. CALLAGY  
PURCHASING MANAGER**



**STOP**

**⌘ ATTENTION BIDDERS ⌘**

**PRIOR TO SUBMITTING  
Your Quote, Bid, or Proposal, please visit  
[www.sheriff.org/apps/vendor/new.cfm](http://www.sheriff.org/apps/vendor/new.cfm)  
and register as a vendor**

**If you are a registered vendor, please visit  
[www.sheriff.org/apps/vendor/login.cfm](http://www.sheriff.org/apps/vendor/login.cfm)  
to update and verify your  
Company's information**

**We thank you in advance for your cooperation  
and your interest in doing business with the  
BROWARD SHERIFF'S OFFICE**

**Should you encounter problems with the online vendor registration or update,  
please contact our web expert [Jason\\_Spaide@sheriff.org](mailto:Jason_Spaide@sheriff.org)**

**SMART CAR FORTWO PASSION COUPE**  
**Invitation To Bid #09104045**

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**Broward Sheriff's Office  
Purchasing Bureau  
P.O. Box 9507  
Fort Lauderdale, FL 33310**

**SMART CAR FORTWO PASSION COUPE  
Invitation to Bid # 09104045**

Pursuant to the Broward Sheriff's Office Procurement Code, The Broward Sheriff's Office invites qualified firms to submit sealed bids for the purchase of the **SMART CAR FORTWO PASSION COUPE until 3:00 PM on May 7, 2009 in the Purchasing Division at 2601 W Broward Blvd., Room 3509 (3<sup>rd</sup> Floor), Public Safety Building, Ft Lauderdale, Florida 33312.** These bids will be publicly opened in the presence of BSO officials at the above time and date. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. It shall be the sole responsibility of the Bidder to have their bid delivered to the Purchasing Division for receipt on or before the above stated time and date. If a bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to the Purchasing Division. **Late bids shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Bidder's request and expense.**

BSO reserves the right to postpone, accept or reject any and all bids in whole or in part, to waive irregularities and technicalities, and to request re-bids. BSO also reserves the right to award the contract on such item(s) that BSO deems will best serve its interests. All bids must remain in effect for ninety (90) days from the date of Bid opening. Bidders are cautioned to examine all terms, conditions, specifications, addenda, delivery instructions and other conditions pertaining to the Invitation to Bid (ITB). Failure of the Bidder to examine all pertinent documents shall not entitle bidder to any relief from the conditions imposed in the ITB.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate BSO officials for award. BSO, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. BSO further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of BSO to award the bid to the lowest bidder, or any bidder. BSO reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of BSO. BSO shall be the sole judge of the bids and BSO's decision shall be final. Bidders who wish to receive a copy of the bid tabulation should visit the BSO website. Bid results will be available approximately three (3) business days after bid opening. Bid results will not be given out by telephone, facsimile transmission or e-mail.

There are four (4) sections in this bid: Special Conditions, General Conditions, Bid Specifications & General Requirements, and Bid Pricing Form and Acknowledgements. The following documents are attached to this ITB: Attachment "A" Affidavit, Attachment "B" Drug Free Workplace Certificate, Attachment "C" Sample Acord Certificate of Insurance, and Attachment "D" Statement of "No Bid" Form.

Please read all sections thoroughly and complete the bid in accordance with the instructions.

Successful bidder is referred to as CONTRACTOR throughout this ITB.

## SECTION I - SPECIAL CONDITIONS

Bids are hereby invited to establish a firm fixed price from qualified vendors in accordance with the General Terms and Conditions and other provisions of this bid for the purchase of the **SMART CAR FORTWO PASSION COUPE** for the Broward Sheriff's Office

1. **Term of the Contract:** It is anticipated that this will be for a one-time purchase of the 2009 model year vehicles specified. However, prices quoted shall remain valid until the manufacturer's cut-off date for placing factory direct orders for the 2009 model year. BSO reserves the right to re-bid in its sole discretion.
2. **Basis of Award:** Award will be made to the lowest responsive, responsible bidder, and as in the best interest of the Broward Sheriff's Office, with the understanding that any resulting agreement against this ITB will be a non-exclusive agreement and that the Sheriff reserves the right to procure the product and/or services described herein from other providers. BSO reserves the right to make multiple awards, item by item if it is in its best interest.
3. **Delivery and Acceptance:**
  - 3.1 **DELIVERY ADDRESS:** BSO Fleet Control Service Center  
2001 NW 31<sup>ST</sup> Avenue  
Ft. Lauderdale, FL 33311
  - 3.2 **ADDITIONAL DELIVERY INSTRUCTIONS:** The successful bidder shall enter orders with the factory within five (5) calendar days after receipt of a BSO Purchase Order. A follow-up confirmation from the factory with ETA dates is to be forwarded to both the BSO Fleet Control Unit and the Purchasing Division.
  - 3.3 **DELIVERY HOURS:** Delivery hours shall be made between 7:30AM and 5:00PM Monday through Friday except for holidays and at any other times by special arrangement.
  - 3.4 **INSPECTION:** Inspection shall be made at point of delivery unless otherwise specified.
  - 3.5 **FAILURE TO MAKE DELIVERY:** When the bidder fails at any time to meet the delivery requirements set forth herein, for whatever reason, then the Director of Purchasing may allow additional time or may obtain the supplies elsewhere or, in the best interest of the Broward Sheriff's Office, cancel the contract immediately upon written notice. Bidders who cannot meet delivery requirements may be considered non-responsive.
  - 3.6 **REJECTED MERCHANDISE:** The Purchasing Director may withhold acceptance of or reject any goods which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, goods shall be removed within five (5) business days by the Contractor at Contractor's expense.
4. **Pricing:** Pricing shall include freight costs, be F.O.B. destination, be in US dollars and be firm until the factory cut-off date for acceptance of orders for the 2009 model year vehicles. Pricing should be provided for any incremental volume discounts.
5. **Title, Tag & Registration:** The successful bidder will be responsible for completing all paperwork and obtaining the title, tag and registration on behalf of the Broward Sheriff's Office. **All costs associated with the above must be included in the bid price per vehicle.** Title, tag and registrations to be forwarded to BSO Fleet Control 2001 NW 31<sup>ST</sup> Avenue Ft. Lauderdale, FL 33311, Attn: Roberta McCray.
6. **Substitutions:** **No other makes/models will be considered for any vehicles other than the ones specified.** Detailed specifications for the above may be found in Section III.
7. **Insurance:** Throughout the term of this agreement and for all applicable statutes of limitation periods, contractor shall maintain in full force and effect the insurance coverage set forth in this article.
  - 7.1 All Insurance Policies shall be issued by companies that (A) are authorized to transact business in the State of Florida, (B) have agents upon whom service of process may be made in Broward County, Florida, and (C) have a best's rating of A-VI or better.
  - 7.2 All Insurance Policies shall name and endorse the following as additional insureds: The Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County, and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person

## SECTION I - SPECIAL CONDITIONS

or Organization endorsement, or similar endorsement to the liability policies. Additional insured is defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of Contractor, its employees, agents, subcontractors, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence.

- 7.3 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to the additional insureds with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against who claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance shall not be acceptable.
- 7.4 **If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed agreement submitted to BSO and if not submitted with the executed agreement in no event exceed three (3) calendar days after request to submit certificate of insurance, the Contractor shall be in default, and the contract shall be rescinded. Under such circumstances, the Proposer may be prohibited from submitting future solicitations to BSO.**
- 7.5 Contractor shall carry the following minimum types of Insurance when services, installation/labor and any instance where your firm will be on BSO premises (Commercial General Liability is to be carried by all Contractors):
- 7.5.1 **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employers' liability insurance with a limit of not less than \$1,000,000 for each accident, \$1,000,000 for each disease and \$1,000,000 for aggregate disease. Policy (ies) must be endorsed with waiver of subrogation against BSO and Broward County and is limited to the extent any claim is caused by contractor.
- 7.5.2 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of One Million (\$1,000,000) dollars per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services office, and must include owned vehicles and hired and non-owned vehicles.
- 7.5.3 **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations, Professional Liability and Personal Injury with limits of not less than two million (\$2,000,000) dollars (aggregate) and one million (\$1,000,000.) per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.
- 7.5.4 **Umbrella or Excess Liability Insurance:** Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. Contractor agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds. Additional insured is defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of Contractor, its employees, agents, subcontractors, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence.

**SECTION I - SPECIAL CONDITIONS**

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

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

Broward Sheriff's Office Attn: Contracts Manager 2601 W. Broward Blvd. Ft. Lauderdale, Florida 33312	AND	Broward Sheriff's Office Attn: Director, Risk Management 2601 W. Broward Blvd. Ft. Lauderdale, Florida 33312
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7.8 If Contractor's Insurance policy is a claims made policy, then Contractor shall maintain such Insurance Coverage for a period of five years after the expiration or termination of the agreement or any extensions or renewals of the agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

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

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

7.11 **COMMENCEMENT OF OPERATION:** The Contractor shall not commence operations, and/or labor to complete this project, pursuant to the terms of this agreement until certification or proof of insurance issued directly by the insurance company underwriting department, detailing terms and provisions of coverage, has been received and approved by the BSO Director of Risk Management.

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

7.13 **RENEWAL OF INSURANCE:** Contractor shall be responsible for assuring that the insurance certificate/endorsements required in conjunction with this section remains in force for the duration of the contractual period. If the insurance certificate/endorsements are scheduled to expire during this period, Contractor shall be responsible for submitting a new or renewed insurance certificate/endorsements to BSO at a minimum of sixty (60) calendar days in advance of such expiration. In the event that expired certificate/endorsements are not replaced with a new or renewed certificate which covers the contractual period, BSO shall suspend this Agreement until such time as the new or renewed certificate/endorsements are received by BSO.

7.14 **MINIMUM COVERAGE:** Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude SHERIFF from taking such other actions as is available to him under any other provisions of this Agreement or otherwise in law or equity.

7.15 **SAMPLE CERTIFICATE OF INSURANCE:** In conjunction with the request for Insurance, a sample of the Certificate of Insurance is found as Attachment "D" in accordance with our requirements and for your information and convenience.

8. **Piggyback Allowance:** With the consent of the successful bidder, the Broward Sheriff's Office will permit municipalities and other governmental agencies within the State of Florida to utilize this ITB to make purchases under the same pricing, terms, and conditions of this ITB with the development of their own contract. This specifically applies to members of the Southeast Florida Governmental Purchasing Cooperative Group (Co-op).

\*\*\*END OF SECTION I\*\*\*

## SECTION II - GENERAL CONDITIONS

### 1. Submission and Receipt of Bids:

- 1.1 Bidders should use the "BID" Form furnished herein and submit ONE (1) original and TWO (2) exact copies of their Bid, consisting of the submittal Documents and all Addenda received from BSO. **Bidder will check the appropriate box on the first page of Section IV indicating whether the submittal is a Copy or Original.**
- 1.2 Bids having any erasures or corrections should be initialed by the bidder in ink. Bid should be typewritten or filled in with pen and ink. Manual signature must be in ink. Bids shall clearly indicate the legal name, address and telephone number of the Bidder, together with legal entity (corporation, partnership, individual). Bids shall be signed and bear the signature in longhand of the person authorized to bind the Bidder above the typed or printed name and title of the signer. Payment will be made to company name shown only. It is the sole responsibility of the Bidder to ensure that the bid arrives on time at the right place. All expenses relevant to preparation and submittal of bids are to be borne by the Bidder. Failure to comply with these instructions may result in rejection of your bid.
- 1.3 Bids must be returned in a sealed envelope (with the correct postage affixed, if the bid is mailed) and should show the following information:
- 1.3.1 Your return mailing address in the upper left-hand corner.
- 1.3.2 Bid Number & Title on the outside of your sealed bid envelope.
- 1.3.3 Bids that are lost, misrouted, or otherwise fail to be received by the Purchasing Division due to Contractor's failure to properly label the envelope shall not be accepted.
- 1.4 When submitting your bid, use one of the following addresses, as appropriate:
- |                          |                                     |
|--------------------------|-------------------------------------|
| <b>BY U.S. MAIL</b>      | <b>BY COURIER OR HAND DELIVERY:</b> |
| Broward Sheriff's Office | Broward Sheriff's Office            |
| Purchasing Division      | Purchasing Division                 |
| PO Box 9507              | 2601 W. Broward Blvd.               |
| Ft. Lauderdale, FL 33310 | Ft. Lauderdale, FL 33312            |
- 1.4.1 IF HAND DELIVERING YOUR BID AND OR ATTENDING THE BID OPENING, BIDDERS ARE CAUTIONED TO ALLOW SUFFICIENT TIME PRIOR TO THE BID OPENING TO ACCESS THE PUBLIC SAFETY COMPLEX AND HAVE THEIR SUBMITTAL DATE AND TIME STAMPED IN THE MAIL ROOM. DELAYS MAY BE EXPERIENCED IN OBTAINING ACCESS TO THE BUILDING AS A RESULT OF ENHANCED SECURITY MONITORING OF PERSONS ENTERING THE COMPLEX.
- 1.5 Late bids will not be accepted and will be returned unopened at bidder's request and expense.
- 1.6 Multiple Submissions: Only one response to the BID from any one firm will be considered. In the event of multiple submissions, the firm will be asked to identify which submission should be analyzed. In no event will the Broward Sheriff's Office consider multiple submissions from the same firm.
- 1.7 Disclosure and Disclaimer: Any recipient of this BID who responds hereto, fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof.
- 1.7.1 All costs incurred by the Bidder in preparing and responding to this BID shall be the sole responsibility of the Bidder. The Broward Sheriff's Office assumes no responsibility or liability for costs incurred in the preparation or submission of any bid. All expenses in preparing any re-submittals shall be the sole responsibility of the Bidder.
- 1.7.2 The Broward Sheriff's Office or its representatives do not warrant or represent that any award or recommendation will be made as a result of the issuance of this BID.
- 1.7.3 The Broward Sheriff's Office reserves the right to waive or modify any irregularities and technicalities in bids received; to request additional information, to exercise its discretion and apply its judgment at its discretion, and/or request re-submittal of a Bid.

## SECTION II - GENERAL CONDITIONS

- 1.7.4 The Contractor, its employees and agents shall not disclose information gained from work performed under the contract, except for that required by law or by a Court, without the written authorization of the Broward Sheriff's Office. This includes release of information to the public or to any person or organization that would not have such information in the regular course of business.
2. **Completion of Bid Forms:** Bidder is to fill in all of the blank spaces on the bid form(s) (if applicable) and return together with any required attachments. Bidder must indicate by signing the acknowledgement page that bidder has read and understands the provisions contained in this ITB. Failure to comply with these instructions may result in rejection of your bid. Any bid may be withdrawn up until the date and time set forth above for opening of the bid. Any bid not so withdrawn shall constitute an irrevocable offer for a period of ninety (90) days.
  3. **Signature Required:** All bids must show the company name and be signed in ink by a company officer or employee who has the authority to bind the company or firm by their signature. Unsigned bids will be rejected. All manual signatures must be original to be considered valid - no rubber stamp, photocopy, etc. (Payment will be made to company name shown only.)
  4. **Bid Withdrawal:** Bidder certifies that prices, terms, and conditions in the bid will be irrevocable for a period of ninety (90) days from the date of bid opening unless otherwise required in the bid. Bids may not be withdrawn before the expiration of ninety (90) days. Bids may be withdrawn after ninety (90) days only upon written notification to the BSO Purchasing Bureau. If there is an error in extensions, unit prices will prevail.
  5. **Signed Bid Considered an Offer:** This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by appropriate authorities of BSO. BSO will issue a purchase order or a letter of authorization to the successful bidder, as authorization of award subject to requirements of detailed specifications and those conditions contained herein.
  6. **Default Provisions:** In the event of default by the bidder, BSO reserves the right to procure the items(s) bid from other sources and hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a BSO contract may be debarred from doing business with BSO for a period of thirty-six (36) months from the date of default.
  7. **Copyrights and Patent Rights:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this bid; and successful bidder agrees to indemnify and hold harmless BSO, the Sheriff, its employees, agents, or servants, Broward County, Broward County Board of Commissioners, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation.
  8. **Laws and Regulations:** Bidders agree to abide by all applicable Federal, State, County, and local rules, regulations, ordinances and codes.
  9. **Taxes:** All taxes -- federal, state and local, relating to the Contractor's work under its agreement with the Broward Sheriff's Office and, similarly, all costs for licenses, permits, or certifications shall be paid by the Contractor. Successful bidder certifies that all state and federal tax exemptions applicable to BSO will be applied.
  10. **Conflict of Instructions:** If a conflict exists between the General Conditions and Instructions contained herein, and the Special Conditions and Instructions contained herein, the Special Conditions and Instructions shall govern.
  11. **Specifications and Requirements:** The specifications, requirements and services to be provided are stated in Section III. Bidders requiring additional information regarding any of the bid terms, conditions or administrative requirements should send an e-mail to [Patrick.callagy@sheriff.org](mailto:Patrick.callagy@sheriff.org) or via facsimile to (954) 765-4006. No change(s) and no interpretations(s) shall be considered binding unless provided to all bidders in writing in the form of an Addenda or Information Letter.
  12. **Anti-Collusion Statement:** By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business or corporation submitting a bid for the same services, materials, supplies, or equipment, and that this bid is in all respect fair, and without collusion or fraud.

## SECTION II - GENERAL CONDITIONS

13. **Indemnification:** Contractor shall, at all times hereafter, indemnify, hold harmless and, at the option of BSO counsel, defend or pay for an attorney selected by BSO counsel to defend BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County, and their officers, agents and employees of BSO and Broward County and Broward County Commission members from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the negligent or wrongful act or omission of Contractor, its officers, agents, employees, servants, independent contractors or subcontractors.

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

Sheriff shall not be liable for and Bidder agrees to indemnify Sheriff against any liability resulting from injury or illness, of any kind whatsoever, to Bidder's employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.

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

14. **Nondiscrimination:** CONTRACTOR shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, national origin, physical or mental disability, or sexual orientation. CONTRACTOR shall take affirmative action to ensure that applicants, subcontractors, Independent Contractors, and employees are treated without discrimination in regard to their race, color, religion, sex, national origin, physical or mental disability, or sexual orientation. CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act. The CONTRACTOR agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the CONTRACTOR, its successors, transferees, and assignees for the period during which services are provided. The CONTRACTOR further assures that all subcontractors and Independent Contractors are not in violation of the terms of this Section.
15. **Sovereign Immunity:** Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the Sheriff's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.
16. **Confidentiality of BSO Operations:** To the extent permitted by law, CONTRACTOR shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of BSO, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of SHERIFF, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this Contract. CONTRACTOR acknowledges that a breach of this confidentiality will cause irreparable injury to SHERIFF that the remedy at law for any such violation or threatened violation will not be adequate and BSO shall be entitled to temporary and permanent injunctive relief. The provisions of this clause shall remain in full force and effect and enforceable even after the expiration of the contract
17. **Severability:** In the event any provisions of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Contract which shall remain in full force and effect and enforceable in accordance with its terms.
18. **Enforcement:** In the event either party incurs legal expenses or costs to enforce the terms of this Contract, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limiting, reasonable attorney's fees and costs.
19. **No Third Party Beneficiaries:** This Contract is for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.
20. **Funding:** The obligation of BSO for payment to the bidder is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

## SECTION II - GENERAL CONDITIONS

21. **Manner of Performance:** Bidder agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Bidder agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Bidder agrees to furnish to BSO any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Bidder further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of bidder to comply with this paragraph shall constitute a material breach of this contract.
22. **Public Records:** The Broward Sheriff's Office is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response to the BID will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response to the BID. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed.
23. **Agreement/Contract:** Any Agreement or contract resulting from the acceptance of a bid shall be on forms either supplied by or approved by BSO and shall contain, as a minimum, applicable provisions of this Invitation to Bid. BSO reserves the right to reject any agreement, which does not conform to the BID, and any BSO requirements for agreements and contracts. BSO reserves the right to modify, add or delete language in any agreement.
24. **Assignment:** No assignment of this contract or the rights and obligations hereunder by CONTRACTOR shall be valid without the express written consent of BSO, which may be given or withheld, in BSO's sole discretion.
25. **Waiver or Breach:** It is agreed that no waiver or modification of the terms hereof or of any covenant, condition, or limitation contained in said terms shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the terms hereof, or the right or obligations of any party, unless such waiver or modification is in writing, and duly executed. The waiver by either party of a breach or violation of any provision of this Contract shall be construed as a modification of this contract and shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision of this Contract.
26. **Termination:** The Contract may be terminated upon the following events:
- 26.1 **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Contract may be terminated on the terms and dates stipulated therein.
- 26.2 **Termination Without Cause.** Either party shall have the right to terminate this Contract without cause by providing the other party with thirty (30) calendar days written notice via certified mail, return receipt requested or via hand delivery with proof of delivery.
- 26.3 **Termination for Cause.** In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Contract immediately. Material breaches shall include but are not limited to, violations of Governing Standards, state or federal laws, BSO's policies and procedures, or the terms and conditions of this Contract.
- 26.4 **Termination for Lack of Funds.** In the event the funds to finance this Contract become unavailable or are not allocated by Broward County, BSO may provide CONTRACTOR with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new Contract in this event.
- 26.5 **Immediate Termination by BSO.** BSO, in his sole discretion, may terminate this contract immediately upon the occurrence of any of the following events:
- 26.5.1 Contractor's violation of the Public Records Act;
- 26.5.2 The insolvency, bankruptcy or receivership of CONTRACTOR;
- 26.5.3 Contractor's violation or non-compliance with NONDISCRIMINATION Section of this Bid; or

## SECTION II - GENERAL CONDITIONS

**26.5.4** CONTRACTOR fails to maintain insurance in accordance with the INSURANCE Section of this Bid.

**26.5.5** Neither the expected termination nor the expiration of this Contract shall relieve Proposer, its employees and independent contractors from their contractual duty and ethical obligation to provide or arrange for services under this Contract until the date of termination.

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

- 27. Drug Free Workplace Certification by Contractor:** All bidders must complete the attached "Drug Free Workplace Certification by Contractor", and submit it with their bid. Failure to do so may result in rejection of your bid.
- 28. Public Entity Crimes:** In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
- 29. Governing Procedures:** This bid is governed by the applicable sections of the BSO Purchasing Procedures Manual. A copy of the manual is available for review at the BSO Purchasing Division.
- 30. Identical Tie Bids:** If all bids received are for the same total or unit price, quality and service being equal, the contract or purchase will be awarded to a local responsible bidder. Local bidder is defined as a bidder whose business office is located within the South Florida tri-county region of Broward, Palm Beach, and Miami-Dade Counties. If there is a tie bid among local bidders or among non-local bidders, preference will be given to a certified minority business enterprise. If none of these conditions exist or there is more than one local and/or minority business enterprise, the Purchasing Manager will determine which bid will be selected, based upon the best interests of BSO.
- 31. ACKNOWLEDGEMENT/REQUEST FOR INFORMATION AND/OR CLARIFICATION(S):** Each bidder shall examine and review this bid, indicating their understanding of each page by signing the "Acknowledgement Section", "Section IV". Requests for additional information or clarification regarding this ITB should be e-mailed to [patrick\\_callagy@sheriff.org](mailto:patrick_callagy@sheriff.org) or may be faxed to (954)765-4006. No verbal requests for information or clarification shall be honored.
- 31.1** The person submitting the request for additional information or clarification shall be responsible for its timely delivery. **Requests received less than five (5) calendar days prior to the deadline for submittal of this ITB might not be acknowledged.** Communication prior to award should be limited to the designated representative of the Purchasing Division as stated above.
- 31.2** At its sole discretion, BSO may answer such inquiries by means of a written Information Letter or an addendum. In the event that an inquiry is made in which the explanation or clarification requires a substantial change to the specifications, a formal Addendum will be issued to all document holders. If any addenda are issued to this Invitation to Bid, BSO will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to visit the BSO website or contact the BSO at (954) 831-8170 to determine if addenda were issued and to make such addenda a part of their bid.
- 31.3** Explanations or clarifications, which do not require any revision to the specifications, will be issued in the form of an Information Letter. Information Letters do not need to be signed or returned with the proposal. **The BSO shall not be responsible for oral information given by any of the BSO employees or other persons.** The issuance of a written Information Letter or Addendum is the only official method whereby interpretation, clarification or additional information can be given.
- 31.4 Addenda Acknowledgement:** The Bidder shall be required to acknowledge receipt of any formal addenda by signing the Addendum and including it with the Bid. Failure of a Bidder to include a signed formal addendum in its Bid shall deem its Bid non-responsive; provided, however, that BSO may waive this requirement in its best interest.

## SECTION II - GENERAL CONDITIONS

32. **Statement of "No Bid":** If your firm chooses not to submit a bid, please complete and return the attached Statement of "No Bid" Form. Failure to respond by either submitting a bid or "No Bid" form after receiving three Invitation to Bids may result in your firm being removed from our Contractor's List.

**\* \* \*END OF SECTION II \* \* \***

## SECTION III

### **BID SPECIFICATIONS & GENERAL REQUIREMENTS**

1. **SCOPE/INTENT:** It is the intent of the BROWARD SHERIFF'S OFFICE to seek bids from qualified bidders to establish firm-fixed pricing in accordance with the General Conditions and other provisions of this bid to provide and deliver the **SMART CAR FORTWO PASSION COUPE** to the Broward Sheriff's Office, BSO Fleet Control Service Center.
2. **SPECIFICATIONS/REQUIREMENTS:** Respondent must be able to meet or exceed the specifications/requirements as follows: **NO SUBSTITUTIONS**

### **BASE SPECIFICATIONS #01 2009 SMART FORTWO PASSION COUPE**

#### **ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED:**

1. **ENGINE:**
  - a. Manufacturer's in-line 3 cylinder gasoline engine, alternator, battery and cooling package
2. **TRANSMISSION:**
  - a. Manufacturer's standard automatic transmission and axle ratio
3. **PERFORMANCE ITEMS:**
  - a. Manufacturer's standard power steering
  - b. Manufacturer's standard gauges
4. **COMFORT ITEMS:**
  - a. Manufacturer's standard air conditioning with 134A
  - b. Manufacturer's standard tinted glass all around
  - c. Manufacturer's standard trunk opener, electric, remote unit location
  - d. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).
  - e. Manufacturer's standard AM/FM/CD stereo
  - f. Power door locks, power windows, cruise control and tilt steering
  - g. Manufacturer's standard cloth production seats
5. **BRAKES:**
  - a. Four wheel anti-lock brake ABS system
6. **SAFETY ITEMS:**
  - a. Dual outside mirrors power mirrors and inside rear view mirror
  - b. Interior dome lights, with left and right door activated switches
  - c. Manufacturer's standard air bags
  - d. Minimum 2-speed electric wipers and windshield washer
  - e. Side Air Bags
7. **TIRES AND WHEELS:**
  - a. Manufacturer's standard tires and wheels
  - b. Manufacturer's standard spare tire and rim
8. **CHASSIS, FRAME, CAB:**
  - a. Manufacturer's standard colors, factory painted. Colors to be crystal white
  - b. Manufacturer's standard door moldings
  - c. Manufacturer's standard fuel tank
  - d. Manufacturer's standard roof (passion coupe)

## **SECTION III - BID SPECIFICATIONS & GENERAL REQUIREMENTS**

### **9. ADDITIONAL SPECIFICATIONS:**

- a. Third (3<sup>rd</sup>) Key
- b. 72 month/75,000 mile Extended Warranty

### **10. WARRANTY:**

- a. Standard 24 month 24,000 mile warranty

### **3. CONDITIONS:**

- a. In addition to equipment specified, vehicle shall be equipped with all standard equipment as specified by the manufacturer for this model and shall comply with all EPA Emission Standards and all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles.
- b. The successful bidder shall be responsible for delivering vehicles that are properly serviced, clean and in first class operating condition.

### **4. PRE-DELIVERY SERVICE, AT A MINIMUM, SHALL INCLUDE THE FOLLOWING:**

- a. Complete lubrication.
- b. Check all fluid levels to assure proper fill.
- c. Adjustment of engine to proper operating condition.
- d. Inflate tires to proper pressure.
- e. Check to assure proper operation of all accessories, gauges, lights, and mechanical features.
- f. Focusing of headlights.
- g. Cleaning of vehicles, if necessary, and removal of all unnecessary tags, stickers, papers, etc. **DO NOT** remove window price sticker or supplied line sheet.
- h. At least ½ tank of fuel

### **5. TITLE, TAG & REGISTRATION:** The successful bidder will be responsible for completing all paperwork and obtaining the title, tag and registration on behalf of the Broward Sheriff's Office. **All costs associated with the above must be included in the bid price per vehicle.** Title, tag and registrations to be forwarded to BSO Fleet Control 2001 NW 31<sup>ST</sup> Avenue Ft. Lauderdale, FL 33311, Attn: Roberta McCray.

### **6. PLACING THE ORDER:** A Purchase Order will be created for each order.

### **7. NEW MERCHANDISE:** Bidder guarantees items offered and delivered to be new, unused, and free from any and all defects in material and workmanship and agrees to replace defective items promptly at no charge to the Broward Sheriff's Office, for the manufacturer's standard warranty.

### **8. PRODUCT INFORMATION:** Product literature, specifications, and technical information should be provided with this bid as an attachment to the "**BID FORM**". Product maintenance and general manuals should be included.

### **9. REGISTER AS A VENDOR:** All vendors are requested to register at [www.sheriff.org/purchasing](http://www.sheriff.org/purchasing) to receive future solicitations automatically.

**NOTE: BSO makes no guarantee of actual quantities to be ordered, which may be more or less than the estimates stated.**

**SECTION IV**

**BID PRICING FORM & ACKNOWLEDGEMENTS**

**BIDDER ACKNOWLEDGEMENT:** Bidder by virtue of submitting this bid acknowledges that they have read, understand, accept and will comply with all the terms, conditions and specifications of this BID and any addenda issued. Bidders shall thoroughly examine and be familiar with these specifications. The failure or omission of any Bidder to review this document shall in no way relieve any Bidder of obligations with respect to this BID. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this BID.

**IMPORTANT!!!  
THIS PAGE MUST BE SIGNED FOR BID TO BE CONSIDERED  
PER GENERAL CONDITIONS SECTION II**

The undersigned Bidder does declare that no other persons other than the Bidder herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making bid for the same article, and is in all respects fair and without collusion or fraud. The undersigned further declares that the specifications have been carefully examined and the Bidder is thoroughly familiar with its provisions and with the quality, type and grade of required materials. The undersigned further declares and proposes to furnish the articles called for within the specified time in this bid for the following price and guarantees that parts and services for the articles listed below are available within the State of Florida, to wit:

**Furthermore, I certify that I am duly authorized to sign this bid for the bidder.**

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**Legal Name of Company**

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**Manual Signature of Company Officer**

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**Date**

PRINT INFORMATION BELOW:

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**Name of Company Officer**

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**Title of Company Officer**

**Please check one:**

**ORIGINAL**

**COPY**

**BID FORM**

**ITEM PRICING INFORMATION**

**ITB#09104045**

**SMART CAR FORTWO PASSION COUPE**

PRICING PER TERMS, CONDITIONS AND SPECIFICATION HERE-IN

	PRODUCT DESCRIPTION	MAKE & MODEL	PRICE PER VEHICLE	QTY	GRAND TOTAL DELIVERED
01	<p><b>2009 SMART CAR FORTWO PASSION COUPE</b>  <b>EXTERIOR COLOR: CRYSTAL WHITE</b>  <b>INTERIOR COLOR: SELECTION WILL BE MADE AT TIME OF AWARD</b></p> <p align="right"><b>BASE PRICE</b></p> <p><b>ADD-ONS as follows:</b></p> <p align="right">Third (3<sup>rd</sup>) Key</p> <p><b>Cruise Control and Tilt Steering Wheel</b>                      (price if available only, if not available put N/A)</p> <p>72 month/75,000 mile Extended Warranty                      (price if available only, if not available put N/A)</p> <p align="right"><b>Tag, Title, &amp; Registration</b></p> <p><b>TOTAL BASE PRICE &amp; ADD-ONS:</b></p> <p><b>WHAT IS THE FACTORY CUT-OFF DATE FOR ORDERING THE ABOVE MODEL/YEAR?</b></p>	<p align="center">2009                      SMART CAR                      FORTWO                      PASSION                      COUPE</p> <p align="center">2009                      SMART CAR                      FORTWO                      PASSION                      COUPE</p> <p align="center">DATE</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>	4	<p>\$ _____</p>

**NOTE: All prices must be FOB destination. Prices provided above shall include the cost for any and all fees incurred including, but not limited to: title, tag, and registration.**

**DELIVERY TIME AFTER RECEIPT OF ORDER:**  
 01 – 2009 SMART CAR FORTWO PASSION COUPE \_\_\_\_\_ CALENDAR DAYS \_\_\_\_\_ DATE

**BSO MAKES NO GUARANTEE OF ACTUAL QUANTITIES TO BE ORDERED WHICH MAY BE MORE OR LESS THAN THE ESTIMATES STATED**

**Legal Company Name** \_\_\_\_\_

SECTION IV

BID PRICING FORM & ACKNOWLEDGEMENTS

NOTE: YOUR BID SUBMITTAL MUST INCLUDE TECHNICAL SPECIFICATIONS FOR THE ITEM (S) BID.

NAME & ADDRESS OF COMPANY SUBMITTING BID:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION # OR SOCIAL SECURITY # \_\_\_\_\_

COMPANY TELEPHONE NUMBER: ( ) \_\_\_\_\_ FAX #: ( ) \_\_\_\_\_

EMERGENCY 24 HR TELEPHONE: ( ) \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

SIGNER TELEPHONE NUMBER: ( ) \_\_\_\_\_ FAX #: ( ) \_\_\_\_\_

WWW. \_\_\_\_\_

1. **Acknowledgement of Addenda:**

Number of Addenda Issued \_\_\_\_\_

2. **Conflict of Interest:** For purposes of determining any possible conflict of interest, all Bidders must disclose if any BSO employee or family member (**that is in a position of authority, will be involved with the contract on a daily/monthly basis or will be involved in the contract administration**) is also an owner, corporate officer, or employee of their business.

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

Yes \_\_\_\_\_ Name(s) and Position(s) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No \_\_\_\_\_

3. **Pending Litigation:** Submit information on any pending litigation and any judgments and settlements of court cases that have occurred within the last three years.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION IV - BID PRICING FORM & ACKNOWLEDGEMENTS (cont)**

4. **Debarments:** Submit any information on any debarments from doing business with a Governmental Agency that have occurred within the last three years.

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5. **Payment Terms:** PAYMENT WILL BE MADE WITHIN THIRTY (30) DAYS OF RECEIPT OF ACCURATE INVOICE. Advance payments will not be made.

**Remit name and address if different from above:**

\_\_\_\_\_  
Name of Company

Attn: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone:

\_\_\_\_\_  
Fax:

\_\_\_\_\_  
Email:

**\*\*\*\*\* END OF SECTION IV \*\*\***

LEGAL NAME OF COMPANY \_\_\_\_\_

**ATTACHMENT "A"**  
**AFFIDAVIT**

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

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

OR

\_\_\_\_ 2. The following Contractor's Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this BSO contract have been convicted of a felony or have action pending. Note: Further documentation may be required.

1. \_\_\_\_\_  
Legal Name Driver's License Number (Attach copy)

\_\_\_\_\_  
Previous Names Used Title/Duties performed

2. \_\_\_\_\_  
Legal Name Driver's License Number (Attach copy)

\_\_\_\_\_  
Previous Names Used Title/Duties performed

3. \_\_\_\_\_  
Legal Name Driver's License Number (Attach copy)

\_\_\_\_\_  
Previous Names Used Title/Duties performed

Attach a supplemental sheet if needed and also have the additional sheet notarized.

**It is the contractor's responsibility to notify BSO during the term of the contract if additional names need to be added to the above affidavit due to conviction of a felony or have action pending. Verbal notification is required within 24 hours and written notification is required within three (3) BSO workdays. The notice shall include name and the position title of the employee and duties performed.**

**Contractor must maintain an environment that is safe and will not be harmful to the public or to B.S.O. employees.**

\_\_\_\_\_  
(Vendor Signature) (Company Name)

\_\_\_\_\_  
(Print Name) (Address)

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

by \_\_\_\_\_ as \_\_\_\_\_ (title)

of \_\_\_\_\_ known to me to be the person described herein, or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

My commission expires: \_\_\_\_\_





# Understanding the Acord Certificate of Insurance

**1. PRODUCER**  
Insurance Agent/Broker who issues certificate.

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

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

**4. POLICY FORM**  
"Claims made" or "occurrence" form; see [Glossary](#) for definitions.

**5. NAMED ADDITIONAL INSURED**  
The Regents of the University of California must be named additional insured.

**6. CERTIFICATE HOLDER**  
Must be The Regents of the University of California.

ACORD CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YY)			
<b>PRODUCER</b> Bill Jones Insurance Agency License #0C32505 40 E. Main St. Ste. 1100 Santa Clarita, CA 94405 Ph.#: 800/683-005		09/02/99			
<b>COMPANIES AFFORDING COVERAGE</b>					
COMPANY LETTER	A TRAVELERS INDEMNITY OF WISCONSIN				
COMPANY LETTER	B RELIANCE INSURANCE OF PENNSYLVANIA				
COMPANY LETTER	C STATE INSURANCE COMPANY				
COMPANY LETTER	D				
COMPANY LETTER	E				
<b>INSURED</b> Society of Communal Careerists P. O. Box 41229 Claymore, CA 92906					
<b>COVERAGES</b> <small>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME(S) 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 CLAIMS.</small>					
CO. LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	ALL LIMITS (DOLLARS)
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNERS & CONTRACTORS' PROT.	NGA0105086-09	0/1/99	1/1/00	GENERAL AGGREGATE \$ 3,000 SCHEDULED EVENTS AGGREGATE \$ 1,000 PERSONAL & ADVERTISING INJURY \$ 1,000 EACH OCCURRENCE \$ 1,000 FIRE DAMAGE (Any one fire) \$ 50 MEDICAL EXPENSE (Any one person) \$ Exclud.
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTO <input checked="" type="checkbox"/> SCHEDULED AUTO. <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE	0105081-RE	4/7/99	4/7/00	COMBINED SINGLE LIMIT \$ 1,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
C	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM	46699898	1/10/99	1/10/00	EACH OCCURRENCE \$1,000 AGGREGATE \$3,000
B	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	JKA010-9087654	4/7/99	4/7/00	<input checked="" type="checkbox"/> STATUTORY LIMITS \$ 1,000 (EACH ACCIDENT) \$ 1,000 (DISEASE-POLICE LIMIT) \$ 1,000 (DISEASE-EACH EMPLOYEE)
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS</b> The Regents of the University of California, its officers, agents, and employees are named as additional insureds but only in connection with the Society of Communal Careerists use of the UCSB Robertson Gym on December 12 - 14, 1998.					
<b>CERTIFICATE HOLDER</b> The Regents of the University of California Physical Activities & Recreation University of California Santa Barbara, CA 93106  Attn: Carol Smith, Coordinator			<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE <b>Bill Jones</b>		
ACORD 25-S (3/88)			©ACORD CORPORATION 1988		

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

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

**9. LIMITS OF INSURANCE**  
Must be the same or greater than required by the contract.

**10. DESCRIPTION OF OPERATIONS**  
Regents are often named additional insured here; place & event sometimes described here.

**11. NOTICE OF CANCELLATION**  
Must be modified as indicated; 30 days required.

**12. AUTHORIZED REPRESENTATIVE**  
Must be signed, not stamped.

SAMPLE

The ACORD Certificate of Insurance

- 1. THE PRODUCER:** Produces or orders Certificate for insured; answers questions, revises certificate to meet contract requirements.
- 2. NAME OF INSURED:** Must be legal name of contracting party.
- 3. TYPES OF INSURANCE:** Must include types required by contract.
- 4. POLICY FORM:** Will indicate claims-made or occurrence form; see "8. Policy Expiration Date" and [Glossary](#) for additional information.
- 5. NAMED ADDITIONAL INSURED:** The Certificate must state, either under Description of Operations or by attached endorsement, that The Regents of the University of California are additional insured.
- 6. CERTIFICATE HOLDER:** Must be The Regents of the University of California; address must include campus, department, contact person.
- 7. POLICY EFFECTIVE DATE:** Must be prior to or coincidental with effective date of contract.

- 8. POLICY EXPIRATION DATE:** For "occurrence" form coverage, date should be on or after the termination date of contract; if "claims-made coverage," coverage must survive for a period not less than three years following termination of contract and shall provide for a retroactive date of placement prior to or coinciding with the effective date of contract.
- 9. LIMITS OF INSURANCE:** Must be same or greater than required by contract.
- 10. DESCRIPTION OF OPERATIONS:** Review information in this section to determine it is consistent with contract.
- 11. NOTICE OF CANCELLATION:** This language must be modified to read: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days notice to the certificate holder named to the left."
- 12. AUTHORIZED REPRESENTATIVE:** Must be signed by an authorized representative of Producer.

STATEMENT OF "NO BID" FORM

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**BID #09104045**

**SMART CAR FORTWO PASSION COUPE**

WE HAVE ELECTED NOT TO SUBMIT A BID DUE TO THE FOLLOWING REASON(S):

- INSUFFICIENT TIME TO RESPOND
- DO NOT OFFER THIS PRODUCT/SERVICE.
- UNABLE TO MEET SPECIFICATIONS
- UNABLE TO MEET SERVICE REQUIREMENTS
- WORKLOAD DOES NOT ALLOW US TO BID.
- SPECIFICATIONS UNCLEAR OR TOO RESTRICTIVE
- OTHER (PLEASE SPECIFY):

\_\_\_\_\_  
\_\_\_\_\_

**PLEASE RETURN TO:**

BROWARD SHERIFF'S OFFICE  
PURCHASING DIVISION  
ATTN: **PATRICK J. CALLAGY**  
BID #**09104045**  
P.O. BOX 9507  
FORT LAUDERDALE, FL 33310