

TERM CONTRACT

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SUBMIT BID TO: Dept. Hwy Safety & Mtr. Veh

STATE OF FLORIDA

INVITATION TO BID

Telephone Number:

**AGENCY TERM CONTRACT
Bidder Acknowledgement**

Page 1 of pages

BIDS WILL BE OPENED and may not be withdrawn within days after such date and time.

BID NO.

AGENCY MAILING DATE:

BID TITLE:

STATE PURCHASING SUBSYSTEM (SPURS) VENDOR NUMBER

VENDOR NAME

REASON FOR NO BID

VENDOR MAILING ADDRESS

CITY - STATE - ZIP

POSTING OF BID TABULATION

Bid tabulation with recommended awards will be posted for review by interested parties at the location where bids were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Posting will be on or about

AREA CODE

TELEPHONE NUMBER
TOLL-FREE NUMBER

I certify that this bid is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid to an agency for the State of Florida, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED) TITLE

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

- EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid price must be initialed. The company name and SPURS vendor number shall appear on each page of the bid as required. Complete ordering instructions must be submitted with the bid. If you are not a registered vendor with the Department of Management Services, contact the Division of Purchasing, 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950, (904) 487-4634 immediately.
- NO BID:** If not submitting a bid, respond by returning only this bidder acknowledgement form, marking it "NO BID" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
- BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be furnished upon written request with an enclosed, self addressed, stamped envelope and payment of a predetermined fee. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.
- PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within the State of Florida.
 - TAXES:** The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See tax exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state owned real property as defined in Chapter 192, F.S.
 - CASH DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.
 - MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension the unit price will govern.
 - CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model available at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

(e) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

(f) **INVOICING AND PAYMENT:** The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractors' SPURS vendor number. An original and three (3) copies of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. **INTEREST PENALTIES:** Payment shall be made in accordance with Section 215.422, F.S., which states the contractors' rights and the State agency's responsibilities concerning interest penalties and time limits for payment of invoices. **VENDOR OMBUDSMAN:** Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within 40 days, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable, in addition to the invoice amount, to the vendor. To obtain the applicable interest rate, contact the agency purchasing office. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792. The Division of Purchasing shall review the conditions and circumstances surrounding non-payment, and unless there is a bona fide dispute, the Division may, in writing, authorize the contract supplier to reject and return purchase orders from said agency until such time as the agency complies with the provisions of Section 215.422, F.S.

(g) **ANNUAL APPROPRIATIONS:** The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

5. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgement form attests to this.

6. **MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds

the specifications for any item(s). **MEASUREMENTS:** Customary measurements appearing in these specifications are not intended to preclude bids for commodities with metric measurements. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The Agency reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Agency is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the Agency unless evidenced by a Change Notice issued and signed by the Agency Purchasing Director or Purchasing Agent.

7. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the State of Florida in response to requests in full compliance with this provision. Any person who is adversely affected by the Agency's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such a decision or intended decision shall file a protest in compliance with Rule 60A-1.006(6), Florida Administrative Code. Failure to file a protest within the time prescribed in Section 120.53(5), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

8. NOTICE OF BID PROTEST BONDING REQUIREMENTS: Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the Division or a State agency pursuant to Section 120.53(5)(b), F.S., shall post with the Division or the State agency at the time of filing the formal written protest, a bond payable to the Division or State agency in an amount equal to 1 percent of the Division's or State agency's estimate of the total volume of the contract or \$5,000, whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the Division pertaining to agencies' requests for approval of exceptional purchases, the bond shall be in the amount equal to 1 percent of the requesting agency's estimate of the contract amount for the exceptional purchase requested or \$5,000, whichever is less. In lieu of a bond, the Division or State agency may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST, WILL RESULT IN A DENIAL OF THE PROTEST.**

9. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all bidders must disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

10. AWARDS: As the best interest of the State may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statutes.

11. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications be the Florida Department of Agriculture and Consumer Services, or by others acceptable to the State. Should the items fail testing, the Agency may require the vendor to reimburse the State for costs incurred by the State in connection with the examination or testing of the commodity including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:

- a) Suppliers name being removed from the Division of Purchasing vendor mailing list.
- b) All State departments being advised not to do business with the supplier without written approval from the Division of Purchasing until such time as supplier reimburses the State for all procurement and cover costs.

12. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:

- a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- b) Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
- d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

13. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the supplier to notify the Agency at once, indicating in his letter the specific regulation

which required an alteration. The State reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the State.

14. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

15. PATENTS AND ROYALTIES: The bidder, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the bidder. The bidder has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by contractor or is based solely and exclusively upon the State's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the bidder full opportunity to defend the action and control the defense.

Further, if such a claim is made or is pending the contractor may, at its options and expenses procure for the purchaser the right to continue use of, replace or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the State agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

16. PRICE ADJUSTMENTS: Any price decrease effectuated during the contract period by reason of market change shall be passed on to the State of Florida. This shall also apply to all in-place equipment on rent or lease plan. Price increases are not acceptable.

17. CANCELLATION: All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of the contract. Also, cancellation may be required in accordance with Section 287.042(2)(b) and (c), F.S. In addition to the provisions of the Renewal Paragraph, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.

18. RENEWAL: The Agency reserves the option to renew the period of this contract, or any portion thereof, for an additional term not to exceed the original contract period unless the original contract period is 24 months or less, in which case the contract may be renewed up to 2 one year periods. Renewal of the contract period shall be by mutual agreement in writing.

19. ABNORMAL QUANTITIES: Should any unusual or abnormal quantity requirements arise, the State reserves the right to solicit separate bids thereon.

20. ADVERTISING: In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising.

21. ASSIGNMENT: Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the ordering agency. The agency may assign the resulting contract upon mutual consent.

22. LIABILITY: The supplier shall hold and save the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the supplier's breach of this contract of the supplier's negligence.

23. FACILITIES: The State reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.

24. DISTRIBUTION OF CERTIFICATION OF CONTRACT: One (1) copy of the Certification of Contract shall be furnished to each contractor as a result of this bid. It shall be the contractor's responsibility to reproduce and distribute copies of this certification to all distributors listed in this bid who will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this certification by the contractor without prior approval of the Agency.

25. THE SUCCESSFUL BIDDER(S) MUST PROVIDE: A copy of any product literature and price list, in excellent quality black image on white paper.

26. ADDITION/DELETION OF ITEMS: The Agency reserves the right to add to or delete any item from this bid or resulting contract when deemed to be in the State's best interest.

27. ORDERING INSTRUCTIONS: Manufacturers are encouraged to bid direct naming dealers who will accept orders and complete deliveries. Bidder must include complete and detailed ordering instructions, including SPURS vendor number(s) for invoicing dealers on the bid form provided.

28. PUBLIC PRINTING: A bidder must have at the time of bid opening a manufacturing plant in operation which is capable of producing the items of bid, and so certify upon request of the agency. Every agency of the State, including agencies within the legislative and judicial branches of government, shall give preference to bidders located within the State when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to that obtainable from a bidder located outside the State.

29. PUBLIC RECORDS: Any material submitted in response to this invitation to bid will become a public document pursuant to Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

NOTE:

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. THIS SHEET AND THE ACCOMPANYING BID CONSTITUTE AN OFFER FROM THE BIDDER. IF ANY OR ALL PARTS OF THE BID ARE ACCEPTED BY THE STATE OF FLORIDA, AN AUTHORIZED REPRESENTATIVE OF THE AGENCY SHALL AFFIX HIS SIGNATURE HERETO, AND THIS SHALL THEN CONSTITUTE THE WRITTEN AGREEMENT BETWEEN PARTIES. THE CONDITIONS OF THIS FORM BECOME A PART OF THE WRITTEN AGREEMENT BETWEEN THE PARTIES.

STATE OF FLORIDA, DEPARTMENT OF OF: _____

Contract Number _____

Effective _____

BY: _____ (Date)
Authorized Agency Signature

BID NO. 071-95

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BID SHEET

Group I: Radio Service Software Listing *PLEASE SEE NOTE*

NOTE: MOTOROLA AT Radio Service Software License

THIS TIME DOES NOT ALLOW THE

RESALE OF MOTOROLA SOFTWARE.

WE HAVE BEEN TRYING TO GET THEM

TO CHANGE THIS. AT THE PRESENT

IT IS ILLEGAL.

- (A) Discount Offered
- (B) Weight Factor
- (C) Weighted Discount (AxB)

NO BID	%
.010	
NO BID	%

Noted

Group II: Kits and Accessories
Replacement Parts

NOTE: PRICE DISCOUNT FOLLOWS

THE MOST CURRENT MOTOROLA

PRICE LIST. EACH YEAR THEY

HAVE A PRICE INCREASE. PRICE WILL FOLLOW THE CURRENT LIST.

- (A) Discount Offered
- (B) Weight Factor
- (C) Weighted Discount (AxB)

20	%
.900	
18	%

Group III: Test Equipment, Shop Supplies and
Radio Service Software

NOTE: NO DISCOUNT OFFERED.

WE GET NO PRICE BREAK.

- (A) Discount Offered
- (B) Weight Factor
- (C) Weighted Discount (AxB)

0	%
.040	
0	%

Group IV: Parts offered as plant items only,
not listed in parts catalog #68-80360A53

- (A) Discount Offered
- (B) Weight Factor
- (C) Weighted Discount (AxB)

10	%
.050	
.5	%

NOTE: CURRENT PRICE LIST IS DATED FEBRUARY 12, 1995 (SEE ENCLOSED)

Basis of Award: Sum of weighted discounts, I-IV: 18.5 %

Sign below. Unsigned offers will not be considered.

Firm: DIVERSIFIED ELECTRONICS, INC.

Authorized Signature: *Michael H. West*

Title: PARTS MANAGER

ORDERING INSTRUCTIONS

NOTE: ALL ORDERS SHOULD BE DIRECTED TO:
FEDERAL EMPLOYER IDENTIFICATION NUMBER
(FEID): 581085712
VENDOR: Diversified Electronics, Inc.
STREET ADDRESS OR P.O. BOX: P.O. Box 584
CITY, STATE, ZIP: Forest Park, GA. 300151-0584
TELEPHONE NUMBER: (800) 646-7278

DELIVERY: DELIVERY WILL BE MADE WITHIN 15 DAYS AFTER RECEIPT OF PURCHASE ORDER.

PRODUCT INFORMATION: DIRECT INQUIRY TO: (NAME, ADDRESS, AND TELEPHONE NUMBER OF INDIVIDUAL IN YOUR ORGANIZATION WHO MAY BE CONTACTED REGARDING CONTRACT WHICH MAY RESULT FROM THIS BID. THIS CONTRACT LIAISON INDIVIDUAL MUST RESPOND TO INQUIRIES WITHIN EIGHT (8) WORKING HOURS).

NAME AND TITLE: Mike West/ Parts Manager

ADDRESS: 309 Agnew Drive Suite C

CITY, STATE, ZIP: Forest Park, GA. 30050

TELEPHONE NUMBER: (800) 646-7278

CONTACT PURCHASING AND CONTRACTS
(850) 488-8290