

SUBMIT AN ORIGINAL AND ONE (1) COPY

BID SPECIFICATIONS



FOR

POLICE CARS  
FLEET MANAGEMENT

BID NO: SC-0288-12

OPEN DATE: 10/19/2011

TIME: 2:00 P.M.

PLACE: 1<sup>ST</sup> FLOOR, ED BALL BUILDING. 214 N. HOGAN ST, STE  
#110 JACKSONVILLE, FL

PRE-BID CONFERENCE:

DATE: N/A  
TIME: N/A  
PLACE: N/A

CITY OF JACKSONVILLE  
PROCUREMENT DIVISION

ALVIN BROWN  
MAYOR

MICHAEL CLAPSADDLE  
CHIEF PROCUREMENT DIVISION

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**EQUAL BUSINESS OPPORTUNITY PROGRAM**  
**Encouragement Plan**

It is an official policy of the City of Jacksonville to encourage the maximum participation of Jacksonville Small Emerging Business ("JSEB") in its contract awards based upon availability.

This project has been designated to be under the Equal Business Opportunity Program and has been selected to utilize the following method for achieving JSEB utilization and goals under the Equal Business Opportunity Program: **The Encouragement Plan.**

**Under the encouragement plan, vendors shall make all efforts reasonably necessary to ensure that City certified JSEB have a full and fair opportunity to compete for performance on this project.**

Bidders/Suppliers/Consultants or any entity doing business with the City shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

Please use the attached form 1 (Schedule of Participation) to submit JSEB Participation on this Bid. You may contact the City's Equal Business Opportunity Office for a copy of the JSEB directory or visit our web site at [www.coj.net](http://www.coj.net).

(REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK)

# SCHEDULE OF SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

NAME OF BIDDER \_\_\_\_\_  
PROJECT TITLE \_\_\_\_\_  
BID \_\_\_\_\_  
NUMBER \_\_\_\_\_ TOTAL BASE BID AMOUNT \_\_\_\_\_

\*Please list all JSEBs first

NAME OF SUB FIRM	ADDRESS OF FIRM	TYPE OF SUB (if certified)	TYPE OF WORK TO BE PERFORMED	TOTAL CONTRACT VALUE
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The undersigned acknowledges and agrees that, if any of the above-listed JSEBs are not, for any reason, properly certified with the City, in accordance with Ordinance 2004-602, at the time of bid opening, the same will not be counted toward meeting the participation percentage goal as defined herein.

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule, as well as any applicable alternates, conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Prime Contractor

Print Name: \_\_\_\_\_

Attach additional list of subcontractors/subconsultants as needed  
**FORM 1**



**BID FORM**

City of Jacksonville

DATE: \_\_\_\_\_

Procurement Division

INVITATION TO BID NO. SC-0288-12

**THIS FORM MUST BE SIGNED AND INCLUDED IN BID SUBMISSION**

<b>COMPANY NAME AND ADDRESS</b>		<b>SUBMIT BID IN DUPLICATE</b>	
FID/SSN# _____		Bid to be submitted before 2:00 P.M. in suite 105, 214 N. Hogan St. This bid will be opened on 10/19/2011 at 2:00 P.M. Suite 110, Ed Ball Building, 214 N. Hogan St. Response(s) to bid must be in ink or typewritten Buyer: Marsha Williams Phone: (904) 255-8843	
<b>BID SECURITY REQUIREMENTS</b>		<b>TERM OF CONTRACT</b>	
None Required		One (1) Year from Date of Award with Two (2) One (1) Year Renewal Options	
<b>SAMPLE REQUIREMENTS</b>		<b>PERFORMANCE BOND</b>	
None Required		None Required	
<b>QUANTITIES:</b>		<b>FOR TECHNICAL INQUIRIES. CONTACT:</b>	
Quantities indicated reflect the approximate quantities to be purchased throughout the contract period, and are subject to fluctuations in accordance with actual requirements.		Marsha Williams 904-255-8843, marshaw@coj.net	
<b>AGENCY: Fleet Management</b>			
Bid is for various models of police cars.			
Terms of Payment: Net or ____% discount ____ days (discounts offered for payment periods of less than 30 days will not be considered in making award)			
<b>Bidder's Certification</b>		Material is F.O.B. DESTINATION Delivery will be made in _____ business days from receipt of purchase order.	
We have received addenda _____ through _____	Handwritten Signature of Authorized Officer of Firm		Date
	Print individual's Name and Title	Phone Number	Fax Number

## **Solicitation Silence Policy**

The City of Jacksonville has implemented a Solicitation Silence Policy that prohibits certain oral communication regarding a solicitation during the period the policy is in effect. Written communications to the Chief of the Procurement Division or his/her staff are allowed at all times.

### **Prohibitions**

Any oral communication regarding a particular solicitation is prohibited between a potential vendor, service provider, bidder, lobbyist or consultant and city employees, staff, or hired consultant.

### **Exceptions to the Solicitation Silence Policy**

Unless specifically provided in the applicable solicitation document the Solicitation Silence Policy does not apply to the following:

- communications regarding a particular solicitation between the Chief of the Procurement Division or his/her staff responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document
- communications between a potential vendor, service provider, bidder, consultant or lobbyist and city employees responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures
- communications with the Office of General Counsel and his/her staff
- communications with the Office of Inspector General and his/her staff
- emergency procurements of goods and services pursuant to 126.102(e).
- oral communications at pre-bid conferences
- oral presentations before publicly noticed committee meetings
- contract negotiations during any duly noticed public meeting
- duly noticed site visits to determine competency of bidders during the period between bid opening and issuance of the Chief of Procurement Division's written recommendation
- communications in writing at any time to the Chief of Procurement Division or his/her staff unless specifically prohibited by the applicable solicitations document

### **Commencement and Termination of the Solicitation Silence Period**

The period of Solicitation Silence commences after the advertisement of the solicitation document. The period of Solicitation Silence terminates after the Chief of the Procurement Division issues a written recommendation to the corresponding awarding committee. If the awarding committee refers the Chief's recommendation back for further review, the Solicitation Silence period shall be reinstated until such time as the Chief issues a subsequent recommendation.

### **Written Communication During the Solicitation Silence Period**

When the Solicitation Silence period is in effect, any communication shall be in writing, unless one of the exceptions applies. Written communication may be in the form of letter, email or facsimile.

### **If Not an Exception**

If a city employee, staff or hired consultant receives an oral inquiry call for an answer or response that is not within the scope of the exception, the city employee, staff or hired consultant shall kindly request that the question be presented in writing to the Chief of the Procurement Division or his/her staff and that a response will, in turn, be given in writing.

Any information that changes adds to or clarifies the terms, provisions or requirements of the solicitation document shall be conveyed equally to all competitors in a solicitation addendum.

# GENERAL CONDITIONS

BID SC-0288-12

**1. RESERVATIONS:** The City of Jacksonville, Florida reserves the right to reject any or all bids or any part thereof and/or to waive information if such action is deemed to be in the best interest of the City of Jacksonville.

The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and the general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not effect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. The City also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds if required under the conditions of this bid.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

**SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OR MEANING OF ANY PART OF THIS BID THEY SHOULD CONTACT THE PROCUREMENT DIVISION IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING ITS BID.**

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

**2. QUOTATIONS:** No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. **IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE CHIEF OF THE PROCURMENT DIVISION.**

**3. TAXES:** The City of Jacksonville, Florida is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000.344.

**4. CARTAGE:** No charge will be allowed for cartage or packages unless by special agreement.

**5. "OR EQUAL" INTERPRETATION:** Even though a particular manufacturer's name of brand is specified, bids will be considered on other brands or on the products of other manufacturers unless noted otherwise. On all such bids the bidder will clearly indicate the product (brand and model number) on which he is bidding, and will supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacture specified. All samples will be submitted in accordance with procedures outlined in the paragraph on SAMPLES. Catalog cuts and technical descriptive data will be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient ground for rejection of bid.

**6. DEVIATIONS TO SPECIFICATIONS:** In addition to the requirements of paragraph five, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of the submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

**7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:**

a. Whenever the specifications indicate a product or a particular manufacturer, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as for the exact brand, model, or a manufacturer specified, together with all accessories, qualities, tolerances, compositions, etc. enumerated in the detailed specifications.

b. If no particular brand, model or make is specified, and if no data is required to be submitted with this bid, the successful contractor, after award and before manufacturer or shipment: may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if each requirement of the specifications is being complied with.

**8. SAMPLES:** The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Samples on which bidders are unsuccessful must be removed as soon as possible after an award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.

Bidders will make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples will be borne by the bidder.

All sample packages will be marked "**Sample for the Procurement Division**" and each sample will bear the name of the bidder, item number, bid number and will be clearly tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

**9. PERFORMANCE BOND:** When applicable, the successful bidder on this bid must furnish a performance bond as indicated in the specifications, made out to the City of Jacksonville, Florida, prepared on an approved form, as security for the faithful performance of his contract within ten days of his notification that his bid has been accepted. The

surety thereon must be such surety company as are authorized and licensed to transact business in the State of Florida. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders, upon failure or refusal to furnish within ten days after his notification the required performance bonds, will pay to the City of Jacksonville, Florida, as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with his bid.

**10. PROVISION FOR OTHER AGENCIES:** Each bidder agrees when submitting his bid that he will make available to all City agencies and departments, bi-City agencies, in-City fire departments and municipalities, the bid process he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

**11. GUARANTEE:** The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

**12. DISCOUNTS: ALL DISCOUNTS OTHER THAN PROMPT PAYMENT TO BE INCLUDED IN BID PRICE. PROMPT PAYMENT DISCOUNTS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN DETERMINING LOW BID.**

**13. COLLUSION: THE BIDDER, BY AFFIXING HIS SIGNATURE TO THIS PROPOSAL AGREES TO THE FOLLOWING: "BIDDER CERTIFIES THAT THIS BID IS MADE WITHOUT ANY PREVIOUS UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME ITEMS; AND IS IN ALL RESPECTS FAIR, WITHOUT OUTSIDE CONTROL, COLLUSION, FRAUD OR OTHERWISE ILLEGAL ACTION."**

**14. ERRORS IN BIDS:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price will govern.

**15. PROCUREMENT DIVISION AS AGENT:** When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City" in the foregoing paragraphs No's 1 - 14.

**16. ETHICS PROVISION FOR VENDORS/SUPPLIERS:** The bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

**17. NONDISCRIMINATION PROVISIONS:** In compliance with Section 4 of Ordinance 69-630-653, the bidder will, upon affixing his signature to the proposal form, and/or the acceptance of a purchase order, sight draft, field order, certifies that his firm meets and agrees to the following provisions, which will become a part of this contract.

a. The contractor represents that he has adopted and will maintain a policy of nondiscrimination as defined by ordinance of the City of Jacksonville throughout the term of this contract.

b. The contractor agrees that on written request, he will permit the reasonable access to his employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission of the City of Jacksonville for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this contract, provided however, that the contractor will not be required to produce for inspection any records covering periods of time more than one year prior to the date of this contract.

c. The contractor agrees that if any of the obligations of this contract are to be performed by a subcontractor, then the provisions of a and b of this section will be incorporated into and become a part of the subcontract.

**18. LEGAL WORKFORCE:** Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and

b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

**19. LICENSES REQUIREMENT:** Bidders/vendors responding to a solicitation or by acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

**20. ELECTRONIC PAYMENTS:** Bidders/vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at [www.coj.net](http://www.coj.net) under the Online Forms link on the Finance Department page.



**1. SUBMISSION OF BIDS:**

All bids must be submitted no later than the designated bid opening date and time as specified in the bid documents.

Submit bids to:

City of Jacksonville  
 Department of Procurement  
 214 North Hogan St., Suite 105  
 Jacksonville, Florida 32202.

Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder's risk.

**LATE BIDS ARE NOT CONSIDERED.**

Bid only on the bidding form(s) supplied herewith, using ink or typewriter. Any changes or alterations must be initialed by the person signing the bid.

Bidders' signature on the Bid Form (Form GB-102) signifies that the bidder has familiarized himself with all the Terms and Conditions of this bid, and agrees to them all, and that his bid is made and submitted for the items as specified and detailed herein unless exceptions are clearly noted and that the prices quoted herein are firm for the duration of this bid. Failure to submit a signed Bid Form with bid submission will be grounds for bid rejection. Violations of any of the Terms and Conditions of this bid and delivery time stated, can result in the Bidder's suspension from all bid lists of the City of Jacksonville and its agencies and penalties provided for by the Purchasing code of the City of Jacksonville.

Please use the green label enclosed when submitting your bid, be sure to insert the bid number and the open date on the label. Failure to do so may result in your bid being returned unopened.

**2. BID/SURETY REQUIREMENTS:**

All Bids that may require a bid security or surety in the form of a certified check, cashiers check or bid bond in the amount as prescribed in the bid documents must accompany the bid submission prior to the scheduled bid opening. Certified and cashiers checks will be deposited by the City and reimbursement checks will be issued once an award is made. Failure to submit the above information timely will be grounds for rejection of bid.

**3. BID OPENING AND TABULATION:**

Due to the large number of bids to be opened, and the numerous items contained in some bids, such bids will not be tabulated at the bid opening. Bids may be reviewed by arrangement with the respective buyer. Bidders desiring a copy of the tabulation sheet and the award recommendation must include a self addressed, stamped envelope with their bid. If a copy of the tabulation sheet is desired prior to award, then two (2) self addressed, stamped envelopes must be included.

**BID RESULTS AND AWARD RECOMMENDATIONS WILL NOT BE GIVEN BY TELEPHONE**

**4. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS:**

**A. Generally** - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt

of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

**B. Jacksonville Small Business Enterprise (JSEB) and Minority Business Enterprise (MBE)** - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provided to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. . If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.

**C. Third-Party Liability** - The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

**5. PUBLIC ENTITY CRIME INFORMATION:**

A person or affiliate who has been placed on the State Of Florida convicted vendor list 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 for a period of 36 months from the date of being placed on the convicted vendor list..

**6. AUDIT PROVISION**

A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

# CONFLICT OF INTEREST CERTIFICATE

## SECTION 00320

BID# SC-0288-12

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

### SECTION I

I hereby certify that no official or employee of the City or it's independent agencies requiring the goods or services described in these specifications has a material financial interest in this company.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Name of Official (type or print)

\_\_\_\_\_  
Business Address

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

### SECTION II

I hereby certify that the following named City official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County Florida, prior to bid opening.

Name	Title of Position	Date of Filing

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Name of Official (type or print)

\_\_\_\_\_  
Business Address

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

### PUBLIC OFFICIAL DISCLOSURE

Section 126.112 of the purchasing Code Requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official \_\_\_\_\_

Position Held \_\_\_\_\_

Position or Relationship with Bidder \_\_\_\_\_

**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

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

Section 287.135 of the Florida Statutes prohibits agencies from contracting with a company on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, lists created pursuant to section 215.473, Florida Statutes, for goods or services over \$1,000,000.

As the person authorized to sign on behalf of Respondent, I hereby certify that this company, listed above by "Respondent Vendor Name," complies fully with the law and is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

So Certified:
Authorized Representative's Signature _____
Date Signed: _____

**Contract - proposed language (to be a provision in contracts over \$1,000,000):**

Activities in Sudan and/or Iran. [Contractor] has certified that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., [Contractor] agrees the City of Jacksonville may terminate this contract immediately without penalty if the [Contractor] is found to have submitted a false certification or if [Contractor] is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

## INSURANCE AND INDEMNIFICATION

**1.00 INDEMNIFICATION:**

- 1.01 The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or its using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.
- 1.02 This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

**2.00 INSURANCE:**

**2.01 GENERAL:**

The amounts and types of insurance required should be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Insurance requirements should be tailored to the type of construction or operations contemplated.

- 2.02 Without limiting its liability under the Contract Agreement, the Contractor and it's sub-contractors shall procure and maintain at its expense during the life of this contract, insurance of the types and in the minimum amounts stated below:

SCHEDULE

LIMITS

Workers Compensation  
& Employer's Liability (including  
appropriate Federal Acts)

Florida Statutory Coverage  
\$100,000 Each Accident  
\$500,000 Disease/Policy Limit  
\$100,000 Each Employee/Disease

Commercial General Liability  
- Occurrence Basis Only  
Including Premises - Operations  
Products Completed Operations  
Blanket Contractual Liability  
Blanket, X, C, U Hazards  
Independent Contractors  
Watercraft, if applicable

\$1,000,000 Per Occurrence  
\$2,000,000 Aggregate

Automobile Liability  
All autos - owned, hired & non-owned  
(Automobile liability is required when services provide involve automobile use,  
including the delivery of goods.)

\$1,000,000 Combined Single Limit

Professional Services Contracts require Professional Liability coverage at a minimum limit of \$1,000,000. (Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this contract agreement and continuation of the insurance for claim reporting purposes for a minimum of two years beyond the expiration date of this contract agreement.

- 2.03 Said insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A X or better.
- 2.04 Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City.
- 2.05 The City of Jacksonville and or it's using agencies as identified in the contract documents shall be named as an additional insured under the Commercial General Liability Insurance.
- 2.06 Prior to commencing any work on the project, Certificates of Insurance approved by the City's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to the City. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal shall be effective until thirty (30) days after receipt of written notice by the City.
- 2.07 Anything to the contrary notwithstanding, the liabilities of the Consultant under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the consultant shall relieve the consultant or its sub-consultants from responsibility to provide insurance as required by the contract.
- 2.08 In the event any part of the work to be performed hereunder shall require the CONTRACTOR or its Subcontractors to enter, cross or work upon or beneath the property, tracks, or right-of-way of a railroad or railroads, the CONTRACTOR shall, before commencing any such work, at its expense, procure and carry liability or protective insurance coverage in such form and amounts as each railroad shall require.
- 2.09 The original of such policy shall be delivered to the railroad involved, with copies to the CITY, the ENGINEER and the PROGRAM MANAGEMENT FIRM(S), and the CONTRACTOR shall not be permitted to enter upon or perform any work on the railroad's property until such insurance has been furnished to the satisfaction of the railroad. The insurance herein specified is in addition to any other insurance which may be required by the CITY and shall be kept in effect at all times while work is being performed on or about the property, tracks, or right-of-way of the railroad.
- 2.10 Depending upon the nature of any aspect of this project and its accompanying exposures and liabilities, the CITY may, at its sole option, require additional insurance coverages in amounts responsive to those liabilities which may or may not require that the CITY and other authorized representatives also be named as an additional insured.

# TERMS AND CONDITIONS

## POLICE CARS

1. **SCOPE**  
The Fleet Management Division of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the items as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these items and to obtain pricing commitments for Police Vehicles as listed in the bid documents.
2. **AWARD**  
Award will be BY ITEM to the lowest responsive, responsible bidder. ALL awards are subject to the availability of funds.
3. **TERM OF AGREEMENT**  
The term of this agreement is for one (1) year from date of award with two (2) one (1) year renewal options. Renewal Options may be exercised at the discretion of the City based on supplier performance and adherence to the terms and condition set forth in the bid documents.
4. **PRE-BID CONFERENCE**  
Not applicable.
5. **COMPLIANCE WITH SPECIFICATIONS**  
The bidder, by affixing their signature to the bid form submitted, agrees to provide item(s)/service(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.
6. **STATE CONTRACTS**  
The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The city reserves the right to cancel this contract in whole or in part for such item(s)/service(s).
7. **QUANTITIES**  
Quantities indicated reflect the estimated quantities to be purchased throughout the contract period and are subject to fluctuation in accordance with actual requirements. The City reserves the right to purchase more than the estimated quantities listed or not to make any purchase against this bid if it so deems necessary anytime during the contract period.
8. **PRICES**  
All unit prices shall include freight, delivery, and handling charges to the delivery location as outlined in the bid documents.
9. **ESCALATION / DE-ESCALATION**

All pricing submitted shall remain firm for the initial term period. Upon renewal (if applicable), a supplier may submit in writing a request for price escalation/de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of a industry wide increase. The City reserves the right to decline any price increase request.

10. **DELIVERY**

Delivery will be made to Fleet Management, 2581 Commonwealth Ave., Jacksonville, FL 32254.

A packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered and shipped, unit prices, and unit of measure.

11. **PICK UP AND RETURNS**

The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

12. **SUPPLIER ACCESSIBILITY**

The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the city or its agencies. Any supplier accessibility requirements outlined in the specifications supercede this section.

13. **REPORTING**

The City may request, during the term of this bid, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

14. **INVOICING**

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: Fleet Management Division @2581 Commonwealth Avenue, Jacksonville, FL 32254, attn: David Johnson. Copy of Invoice shall be sent to the City of Jacksonville, General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida 32202.

15. **INSURANCE / INDEMNIFICATION**

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. A copy of the insurance certificate should be submitted within ten (10) days of award notification. Bid number should be listed on the insurance certificate.



**Specifications**  
**Chevrolet Impala Police Cars**  
**SC-0288-12**

Chevrolet Impala, 9C1 Four-door sedan. Front wheel drive police car.

The vehicles furnished to these specifications shall comply with all applicable current federal and state safety laws. Delivery of any vehicle(s) will take place at 2581 Commonwealth Avenue, Jacksonville, Florida during the hours of 7:00 am thru 3:00 pm, Monday thru Friday. There will be no exceptions to the times stated unless prior arrangements with fleet management have been made. No acceptance of any vehicle(s) will take place during any city, state or federal holiday. These are to be considered as minimum specifications.

Successful bidder shall furnish three (3) parts and service manuals in CD format to the city as soon as available from the factory. The awarded bidder shall furnish two (2) printed complete service manuals. The city is also to be included on any supplements or service bulletins to the manuals.

Warranty repair: All emergency vehicles picked up or taken to the selling dealer for warranty repairs will be given priority over other customers.

Model: current year production Chevrolet impala, four-door, front wheel drive, police package vehicle.

Engine: 3.6 Liter DOHC V-6.

Transmission: 6 speed Automatic with overdrive: Electronic Controlled  
E-85 Fuel Capable

Highest horse power from factory.

Exhaust system: stainless steel, dual-outlet

Police package vehicle

Center cap wheel covers

750 CCA battery with run down protection

HD suspension –HD front and rear springs, HD shock absorbers and stabilizer bars

Heavy duty power steering gear

Heavy duty (170 amp) alternator minimum

HD CV joints and axle shafts

Engine oil cooler

Transmission oil cooler

Power steering oil cooler

0-140 mph speedometer (calibrated and certified)

P235/55R17 V speed rated tires on 17" HD steel wheels

Front axle ratio shall be standard for specified engine/transmission combination

Unique calibration with increased idle speed

Extra engine cooling (police level)

Lower radiator air dam

LED white/red dome light-forward ceiling centered in addition to standard light

Conventional headliner

Engine compartment light

Front cloth bucket seats  
Scotch guard treatment on cloth seats  
Rear vinyl seat  
Rubber floor covers (no carpet)  
Single key locking with 5 additional keys (6 total)  
Remote trunk release wired thru ignition switch for security  
Spotlight mounted on left windshield post  
100-amp non-switched power connection lower right side of instrument panel.  
100-amp power supply mounted in trunk  
Ground stud in trunk  
Heavy-duty trunk floor mat  
Radio interference suppression required  
Brakes: Four wheel disc ABS system with heavy-duty Police calibration brake system.  
Interior: Interior to be gray or neutral available from factory.  
Exterior: Color to be standard white or stated on purchase order.  
Additional equipment: If not furnished as standard equipment, the following items shall be furnished, installed, and included in bid price.  
Air conditioning – standard, factory installed.  
Remote control left-hand and right hand outside mirrors.  
Window rain vents. Glue on type.  
Intermittent wipers.  
Electric windows.  
Electric door locks. Do not disconnect rear locks and windows.  
Factory installed AM/FM/CD stereo.  
Factory theft alarm system and related options needed.  
Cruise Control and Tilt Steering Wheel  
Power drivers seat 6-way  
Interior lights to be controlled via switch to eliminate on with door opening.  
No standard features are to be deleted.  
Factory installed shall mean installed at the time the unit is built and be included in the standard warranty supplied with the unit sold to the City of Jacksonville.  
Warranty- 36 month, 36000 mile bumper to bumper; 60 month, 100000 mile power train.  
The City of Jacksonville reserves the right to purchase all or any combination of options.  
No dealer option will be included in base price.

Option #1 Labor to install complete and working light bar, four corner LED lights, and trunk lights including PA system speaker and the mounting of controls. This is a remote mount siren controller unit. Lights with standard wiring, and mounting hardware are to be provided by City of Jacksonville. Any additional wire connectors, wiring, and hardware needed are to be supplied by dealer.

Option #2 Labor to install partition and locking gun mount behind front seat. Partition provided by fleet management.

Option #3 Labor to install all shields, numbers and stripes on vehicle. Shields, numbers and stripes provided by fleet management.

Option #4 Spot light delete

- Option #5 Supply and install replacement rear door panels to secure prisoner area from exit ability. Disable rear windows and locks from operation from rear switches without irreversible damage.
- Option #6 Supply and install three-position power outlet to be mounted on equipment rack.
- Option #7 Install single shotgun rack mounted to deck lid supports with HD rivets not screws. Shotgun rack from San Angelo sports model #10005 or approved equivalent. Dealer provides rack and mounting hardware for this option.
- Option #8 Setina or approved equal push bumpers with hardware supplied and installed. If mounting affects bumper cover, then appropriate measures must be taken for longevity and appearance. Any alterations to be approved by fleet management.
- Option #9 Labor to install radio system wiring and mounting brackets. Brackets, antennas, and wiring connectors will be supplied by City of Jacksonville.
- Option #10 Labor to install laptop computer stands, printer mount and computer light. City of Jacksonville will supply stands and lights.
- Option #11 Rear window kick-out bars. Rear window bars and mounts to be supplied and installed by dealer.
- Option #12 Install customer supplied lighting package for slick top units. This will include front and rear window light stick, siren, speaker, controller, trunk lights and four corner LED lights.
- Option #13 Install customer supplied video system including slide out equipment tray and communications equipment for system.
- Option #14 Provide plastic rear seat and floor pan in lieu of standard seat.
- Option #15 Trailer hitch with standard 7 pin trailer plug wiring.
- Option #16 Labor to install customer supplied vehicle information transmitter.
- Option #17 Tint windows deep tint 3M brand
- Option #18 Mechanical release for driver side rear door lock
- Option # 19 Four corner LED light package and installation for vehicles with out light package. Dealer to provide and install this equipment.
- Option #20 Headlight flasher system, supply and install.

Option #21 Install customers grill and deck lights (6) total lights and wire to controller as needed.

The light bar, lights, control panels, decals and cages not specified as dealer provided will be supplied by and delivered to the dealer by Fleet Management. The dealer will furnish small hardware such as screws, nuts, bolts, tie straps, wire loom, all electrical connectors, and tape not supplied in standard equipment package.

A detailed build sheet must be supplied with bid package for evaluation of model bid. Any omissions to bid package will be grounds for rejection of bid package.

#### **ADDITIONAL SPECIFICATIONS**

Installation of all equipment shall be performed by EVT Certified L-1 Law Enforcement Vehicle Installation Technicians. The City of Jacksonville will supply the antennae and cable, radio power cable, speaker, laptop stand, equipment rack, printer box and lighting systems unless otherwise specified in options. Installing dealer will be responsible for wiring, connectors, loom, fuse holders, three gang outlets as specified and any other incidentals needed.

#### **Communications Equipment Installation Specifications**

All communications equipment and controls are secured to the vehicle via a metal rack with controls mounted vertically to provide easy access and operation of all installed devices. A laptop PC stand is also incorporated into the installation. The entire installation shall be performed in a professional manner with all cabling secured and dressed as to prevent any wear or chaffing of the interconnecting cabling and voltage supply lines. All wiring is to be installed in wire loom for additional protection. Sufficient cable slack shall be available to allow for ease of removal of equipment to access each cable plug for easy servicing. Antenna cabling shall be routed in a manner as to be hidden from normal view and to deter easy access from the rear passenger area.

**Equipment Rack/Laptop Stand** Communications equipment and controls are secured to the vehicle via a metal floor mounted rack with adjustable feet. The rack is mounted between the two front seats and held in place by the front seat bolts or mounting brackets. Individual pieces of equipment are then mounted vertically to this rack using two brackets, which form an adjustable "U" shaped bracket when installed. The two-way radio, siren and light bar controller box will be mounted in this fashion using six (6) of these brackets except as noted for remote locations. The remote mount siren and light controller will be mounted on the dash via a angle bracket and be located outside of any air bag deployment zones and will not impede sight lines or normal operation of factory vehicle controls or vents. Normal air flow will not be disturbed in any equipment mounting. The brackets and adjustable feet are secured to the rack using 1/4x3/4 and 3/8x3/4 carriage bolts respectively. The rack also holds the radio speaker, printer box and a three (3) gang power point assembly. The laptop stand is a City of Jacksonville supplied no holes model, which is mounted via the front seat bolts. The vertical section of the mount uses the left hand passenger seat bolt while the angle brace uses the right hand passenger side seat bolt.

#### **Antenna Installation**

The 800 MHZ antenna shall be mounted in the roof of the vehicle at 28 inches from the rear windshield. A 3/4-inch hole shall be placed in the roof utilizing a Motorola Antennae bit to ensure a uniform sized mounting hole. Any metal shavings from the drilling of the mounting hole shall be removed immediately. Antenna base shall be installed per

supplied manufacturer's instructions to ensure proper seal at the base to preclude any water leakage into the vehicle. Antenna cabling shall be routed behind the center post molding on the passenger side, under the door threshold molding, behind the kick plate under the carpet exiting at the hump. Cable under the carpet in the passenger area should be routed high under dash to avoid contact with the passenger. The cable shall be run between the carpet and padding to deter contact with any hot metal surfaces caused by engine and/or exhaust system.

**Equipment Checkout**

All installed equipment shall be checked for proper operation. Light bar and controls shall be labeled and tested to insure all lights perform as designed.

**Installation Documentation Required**

Accurate listings of inventory control numbers and vehicle numbers, per install, shall be provided to the Equipment Control Administrator by e-mail to [davidj@coj.net](mailto:davidj@coj.net) as completed vehicles are delivered for inventory control purposes. This will be provided in spreadsheet form. Fleet Management will provide template.

**Specifications**  
**Chevrolet Caprice Police Cars**  
**SC-0288-12**

Chevrolet Caprice, 9C1 Four-door sedan. Rear wheel drive police car.

The vehicles furnished to these specifications shall comply with all applicable current federal and state safety laws. Delivery of any vehicle(s) will take place at 2581 Commonwealth Avenue, Jacksonville, Florida during the hours of 7:00 am thru 3:00 pm, Monday thru Friday. There will be no exceptions to the times stated unless prior arrangements with fleet management have been made. No acceptance of any vehicle(s) will take place during any city, state or federal holiday. These are to be considered as minimum specifications.

Successful bidder shall furnish three (3) parts and service manuals in CD format to the city as soon as available from the factory. The awarded bidder shall furnish two (2) printed complete service manuals. The city is also to be included on any supplements or service bulletins to the manuals.

Warranty repair: All emergency vehicles picked up or taken to the selling dealer for warranty repairs will be given priority over other customers.

Model: current year production Chevrolet Caprice, four-door, rear wheel drive, police package vehicle.

Engine: 3.6 Liter DOHC V-6.

Transmission: 6 speed Automatic with overdrive: Electronic Controlled E-85 Fuel Capable

Exhaust system: stainless steel, dual-outlet

Police package vehicle

Center cap wheel covers

700 CCA battery with run down protection-located in trunk

HD suspension –HD front and rear springs, HD shock absorbers and stabilizer bars

Heavy duty power steering gear

Heavy duty 170 amp alternator with idle boost

HD CV joints and axle shafts

Engine oil cooler

Transmission oil cooler

Power steering oil cooler

0-160 mph speedometer (calibrated and certified)

P235/50R18 V speed rated tires on 18" HD steel wheels

Rear axle ratio shall be standard for specified engine/transmission combination

Unique calibration with increased idle speed

Extra engine cooling (police level)

Lower radiator air dam

LED white/red dome light-forward ceiling centered in addition to standard light

Conventional headliner

Engine compartment light

Front cloth bucket seats

Scotch guard treatment on cloth seats  
Rear vinyl seat  
Rubber floor covers (no carpet)  
Single key locking with 5 additional keys (6 total)  
Remote trunk release wired thru ignition switch for security  
Spotlight mounted on left windshield post  
100-amp non-switched power connection lower right side of instrument panel.  
100-amp power supply mounted in trunk  
Ground stud in trunk  
Heavy-duty trunk floor mat  
Radio interference suppression required  
Brakes: Four wheel disc ABS system with heavy-duty Police calibration brake system.  
Interior: Interior to be gray or neutral available from factory.  
Exterior: Color to be standard white or stated on purchase order.  
Additional equipment: If not furnished as standard equipment, the following items shall be furnished, installed, and included in bid price.  
Air conditioning – standard, factory installed.  
Remote control left-hand and right hand outside mirrors.  
Window rain vents. Glue on type.  
Intermittent wipers.  
Electric windows.  
Electric door locks. Do not disconnect rear locks and windows.  
Factory installed AM\FM\CD stereo.  
Factory theft alarm system and related options needed.  
Cruise Control and Tilt Steering Wheel  
Power drivers seat 8-way  
No standard features are to be deleted.  
Factory installed shall mean installed at the time the unit is built and be included in the standard warranty supplied with the unit sold to the City of Jacksonville.  
Warranty- 36 month, 36000 mile bumper to bumper; 60 month, 100000 mile power train.  
The City of Jacksonville reserves the right to purchase all or any combination of options.  
No standard features are to be deleted.  
Interior lights to be controlled via switch to eliminate on with door opening.  
Factory installed shall mean installed at the time the unit is built and be included in the standard warranty supplied with the unit sold to the City of Jacksonville.  
Warranty- 36 month, 36000 mile bumper to bumper; 60 month, 100000 mile power train.  
The City of Jacksonville reserves the right to purchase all or any combination of options.  
No dealer option will be included in base price.

Option #1 Labor to install complete and working light bar, four corner LED lights, and trunk lights including PA system speaker and the mounting of controls. This is a remote mount siren controller unit. Lights with standard wiring, and mounting hardware are to be provided by City of Jacksonville. Any additional wire connectors, wiring, and hardware needed are to be supplied by dealer.

Option #2 Labor to install partition and locking gun mount behind front seat. Partition provided by fleet management.

- Option #3 Labor to install all shields, numbers and stripes on vehicle. Shields, numbers and stripes provided by fleet management.
- Option #4 Spot light delete
- Option #5 Supply and install replacement rear door panels to secure prisoner area from exit ability. Disable rear windows and locks from operation from rear switches without irreversible damage.
- Option #6 Supply and install three-position power outlet to be mounted on equipment rack.
- Option #7 Install single shotgun rack mounted to deck lid supports with HD rivets not screws. Shotgun rack from San Angelo sports model #10005 or approved equivalent. Dealer provides rack and mounting hardware for this option.
- Option #8 Setina or approved equal push bumpers with hardware supplied and installed. If mounting affects bumper cover, then appropriate measures must be taken for longevity and appearance. Any alterations to be approved by fleet management.
- Option #9 Labor to install radio system wiring and mounting brackets. Brackets, antennas, and wiring connectors will be supplied by City of Jacksonville.
- Option #10 Labor to install laptop computer stands, printer mount and computer light. City of Jacksonville will supply stands and lights.
- Option #11 Rear window kick-out bars. Rear window bars and mounts to be supplied and installed by dealer.
- Option #12 Install customer supplied lighting package for slick top units. This will include front and rear window light stick, siren, speaker, controller, trunk lights and four corner LED lights.
- Option #13 Install customer supplied video system including slide out equipment tray and communications equipment for system.
- Option #14 Provide plastic rear seat and floor pan in lieu of standard seat.
- Option #15 Trailer hitch with standard 7 pin trailer plug wiring.
- Option #16 Labor to install customer supplied vehicle information transmitter.
- Option #17 Tint windows deep tint 3M brand
- Option #18 Mechanical release for driver side rear door lock
- Option # 19 Four corner LED light package and installation for vehicles with out light package. Dealer to provide and install this equipment.



Option #20 Headlight flasher system, supply and install.

Option #21 Install customers grill and deck lights (6) total lights and wire to controller as needed.

Option #22 Change engine size to V-8 with associated changes

The light bar, lights, control panels, decals and cages not specified as dealer provided will be supplied by and delivered to the dealer by Fleet Management. The dealer will furnish small hardware such as screws, nuts, bolts, tie straps, wire loom, all electrical connectors, and tape not supplied in standard equipment package.

A detailed build sheet must be supplied with bid package for evaluation of model bid. Any omissions to bid package will be grounds for rejection of bid package.

#### **ADDITIONAL SPECIFICATIONS**

Installation of all equipment shall be performed by EVT Certified L-1 Law Enforcement Vehicle Installation Technicians. The City of Jacksonville will supply the antennae and cable, radio power cable, speaker, laptop stand, equipment rack, printer box and lighting systems unless otherwise specified in options. Installing dealer will be responsible for wiring, connectors, loom, fuse holders, three gang outlets as specified and any other incidentals needed.

#### **Communications Equipment Installation Specifications**

All communications equipment and controls are secured to the vehicle via a metal rack with controls mounted vertically to provide easy access and operation of all installed devices. A laptop PC stand is also incorporated into the installation. The entire installation shall be performed in a professional manner with all cabling secured and dressed as to prevent any wear or chaffing of the interconnecting cabling and voltage supply lines. All wiring is to be installed in wire loom for additional protection. Sufficient cable slack shall be available to allow for ease of removal of equipment to access each cable plug for easy servicing. Antenna cabling shall be routed in a manner as to be hidden from normal view and to deter easy access from the rear passenger area.

**Equipment Rack/Laptop Stand** Communications equipment and controls are secured to the vehicle via a metal floor mounted rack with adjustable feet. The rack is mounted between the two front seats and held in place by the front seat bolts or mounting brackets. Individual pieces of equipment are then mounted vertically to this rack using two brackets, which form an adjustable "U" shaped bracket when installed. The two-way radio, siren and light bar controller box will be mounted in this fashion using six (6) of these brackets except as noted for remote locations. The remote mount siren and light controller will be mounted on the dash via a angle bracket and be located outside of any air bag deployment zones and will not impede sight lines or normal operation of factory vehicle controls or vents. Normal air flow will not be disturbed in any equipment mounting. The brackets and adjustable feet are secured to the rack using 1/4x3/4 and 3/8x3/4 carriage bolts respectively. The rack also holds the radio speaker, printer box and a three (3) gang power point assembly. The laptop stand is a City of Jacksonville supplied no holes model, which is mounted via the front seat bolts. The vertical section

of the mount uses the left hand passenger seat bolt while the angle brace uses the right hand passenger side seat bolt.

**Antenna Installation**

The 800 MHZ antenna shall be mounted in the roof of the vehicle at 28 inches from the rear windshield. A 3/4-inch hole shall be placed in the roof utilizing a Motorola Antennae bit to ensure a uniform sized mounting hole. Any metal shavings from the drilling of the mounting hole shall be removed immediately. Antenna base shall be installed per supplied manufacturer's instructions to ensure proper seal at the base to preclude any water leakage into the vehicle. Antenna cabling shall be routed behind the center post molding on the passenger side, under the door threshold molding, behind the kick plate under the carpet exiting at the hump. Cable under the carpet in the passenger area should be routed high under dash to avoid contact with the passenger. The cable shall be run between the carpet and padding to deter contact with any hot metal surfaces caused by engine and/or exhaust system.

**Equipment Checkout**

All installed equipment shall be checked for proper operation. Light bar and controls shall be labeled and tested to insure all lights perform as designed.

**Installation Documentation Required**

Accurate listings of inventory control numbers and vehicle numbers, per install, shall be provided to the Equipment Control Administrator by e-mail to [davidj@coj.net](mailto:davidj@coj.net) as completed vehicles are delivered for inventory control purposes. This will be provided in spreadsheet form. Fleet Management will provide template.

**Specifications**  
**Ford Utility Police Interceptor**  
**SC-0288-12**

The vehicles furnished to these specifications shall comply with all applicable current federal and state safety laws. Delivery of any vehicle(s) will take place at 2581 Commonwealth Avenue, Jacksonville, Florida during the hours of 7:00 am thru 3:00 pm, Monday thru Friday. There will be no exceptions to the times stated unless prior arrangements with fleet management have been made. No acceptance of any vehicle(s) will take place during any city, state or federal holiday. These are to be considered as minimum specifications.

Successful bidder shall furnish three (3) parts and service manuals in CD format to the city as soon as available from the factory. The awarded bidder shall furnish two (2) printed complete service manuals. The city is also to be included on any supplements or service bulletins to the manuals.

Warranty repair: All emergency vehicles picked up or taken to the selling dealer for warranty repairs will be given priority over other customers.

**MECHANICAL**

AWD Drivetrain – Standard for enhanced handling precision and unsurpassed traction on wet or dry surfaces

3.7L Ti-VCT V6 FFV High efficient Police Calibrated

Brakes – Police calibrated high performance system.

4-Wheel heavy duty disc w/heavy duty front and rear calipers

Rotors – large mass for high thermal capacity and calipers with large swept area.

Electric Power Assist Steering (EPAS)

Transmission – 6-speed automatic, exclusively police calibrated for maximum acceleration

Alternator – Heavy Duty 220 Amp

Battery – Heavy Duty 750-CCA

Cooling System – Heavy duty, large high volume radiator,

Engine oil cooler and transmission oil cooler

Engine Hour Meter

Powertrain mounts – Heavy Duty

Wheels- Heavy duty steel, vented with center cap- Full size spare tire

**INTERIOR FEATURES**

Cargo Area – Spacious area for police equipment

Column Shifter

Flooring – Heavy duty vinyl, offers ease of cleaning, long term durability

Pedals – Power adjustable

Seats- Front – Police grade cloth – 6-way power adjustable

Manual lumbar, seatback foam designed to accommodate a utility belt  
Built-in steel intrusion plates in both front seatbacks  
Rear Seats – Police grade vinyl, offer easy care for cleaning  
Liftgate access with manual lock cylinder  
Simple Fleet Key w/o microchip  
Speedometer – Certified  
Universal equipment tray atop instrument panel  
Alternator – 220 Amp  
Axle Ratio – 3.65 (AWD), 3.16 (FWD)  
Battery – H.D. maintenance-free 78A/750-CCA  
Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers  
Column Shifter  
Drivetrain – All-Wheel Drive  
Electric Power Assist Steering (EPAS) – Heavy-Duty  
Engine – 3.7L V6 Ti-VCT  
Engine Hour Meter  
Engine Oil Cooler  
Fuel Tank – 18.6 gallons  
Suspension – independent front & rear  
Transmission – 6-speed automatic  
**EXTERIOR**  
Antenna, Roof-mounted  
Cladding – Lower bodyside cladding (Black)  
Door Handles – Black (MIC)  
Exhaust True Dual  
Front Door Lock Cylinders (Front Driver/Passenger/Liftgate)  
Driver Side Spotlight  
Grille – Black  
Headlamps – Halogen Projector (Bi- Functional)  
Liftgate – Manual 1-Piece – Fixed Glass w/Door Lock Cylinder  
Mirrors – Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Spotter  
Spare – 18" Full-Size Tire  
Spoiler – Painted Black  
Tail lamps – LED  
Tailgate Handle – Painted Black  
Tires – P245/55R18 A/S BSW  
Wheel-Lip Molding – Black (MIC)

Wheels – 18" x 8.0 Steel with Wheel Hub Cap

Windshield – Acoustic Laminated

#### INTERIOR/COMFORT

Cargo Hooks

Climate Control – Single-Zone Manual

Door Locks

Power, two stage unlock

Rear Door Handles and Locks Operable

Autolock (Locks when shift into gear)

Floor – Flooring – Heavy-Duty Thermoplastic Elastomer

Grab Handles – (1 – Front)

Lighting- 1st Row Task Light (driver and passenger) Overhead Console

1st Row Overhead Dome/Map Work Light (Red/White)

Mirror – Day/night Rearview

Overhead Console

Particulate Air Filter

Power Adjustable Pedals (Driver Dead Pedal)

Powerpoints – (2) First Row, (1) Rear Power Access Point

Scuff Plates – Front & Rear

Speedometer – Calibrated

Steering Wheel – Manual/Tilt, Urethane with Speed Controls and Redundant Audio Controls

Sun visors, color-keyed, non-illuminated

Universal Top Tray – Center of I/P for mounting aftermarket equipment

Windows, Power, 1-touch Down Driver-Side with disable feature

#### SAFETY/SECURITY

AdvanceTrac® w/RSC (Roll Stability Control) w/Hydraulic Brake Assist

Airbags, 2nd generation driver & front-passenger, side seat, Roll Curtain Airbags, Safety Canopy

Anti-Lock Brakes (ABS) with Traction Control

Battery saver feature

Belt-Minder® (Front Driver/Passenger)

LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations

Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row

SOS Post-Crash Alert System™

Tire Pressure Monitoring System (TPMS)

Police Cluster

AM/FM/CD/MP3 Capable/Clock/6 speakers

Power pigtail harness

Simple Fleet Key (w/o microchip, easy to replace)

Windows – Rear Defroster

Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

#### SAFETY/SECURITY HIGHLIGHTS

AdvanceTrac® w/RSC (Roll Stability Control) police tuned gyroscopic sensors work seamlessly with the ABS

Exterior Key Locks – Driver, passenger side and liftgate

75-mph Rear End Crash Tested

No standard features are to be deleted.

Factory installed shall mean installed at the time the unit is built and be included in the standard warranty supplied with the unit sold to the City of Jacksonville.

Warranty- 36 month, 36000 mile bumper to bumper; 60 month, 100000 mile power train.

The City of Jacksonville reserves the right to purchase all or any combination of options. No dealer option will be included in base price.

Base AWD \$ \_\_\_\_\_

Base FWD \$ \_\_\_\_\_

Option #1 Labor to install complete and working light bar, four corner LED lights, and trunk lights including PA system speaker and the mounting of controls. This is a remote mount siren controller unit. Lights with standard wiring and mounting hardware are to be provided by City of Jacksonville. Any additional wire connectors, wiring, and hardware needed are to be supplied by dealer.

Option #2 Labor to install partition and locking gun mount behind front seat. Partition provided by fleet management.

Option #3 Labor to install all shields, numbers and stripes on vehicle. Shields, numbers and stripes provided by fleet management.

Option #4 Spot light delete

Option #5 Supply and install replacement rear door panels to secure prisoner area from exit ability. Disable rear windows and locks from operation from rear switches without irreversible damage.

Option #6 Supply and install three-position power outlet to be mounted on equipment rack.

Option #7 Install single shotgun rack mounted to deck lid supports with HD rivets not screws. Shotgun rack from San Angelo sports model #10005 or approved equivalent. Dealer provides rack and mounting hardware for this option.

Option #8 Setina or approved equal push bumpers with hardware supplied and installed. If mounting affects bumper cover, then appropriate measures must be taken for longevity and appearance. Any alterations to be approved by fleet management.

Option #9 Labor to install radio system wiring and mounting brackets. Brackets, antennas, and wiring connectors will be supplied by City of Jacksonville.

Option #10 Labor to install laptop computer stands, printer mount and computer light. City of Jacksonville will supply stands and lights.

Option #11 Rear window kick-out bars. Rear window bars and mounts to be supplied and installed by dealer.

Option #12 Install customer supplied lighting package for slick top units. This will include front and rear window light stick, siren, speaker, controller, trunk lights and four corner LED lights.

Option #13 Install customer supplied video system including slide out equipment tray and communications equipment for system.

Option #14 Provide plastic rear seat and floor pan in lieu of standard seat.

Option #15 Trailer hitch with standard 7 pin trailer plug wiring.

Option #16 Labor to install customer supplied vehicle information transmitter.

Option #17 Tint windows deep tint 3M brand

Option #18 Mechanical release for driver side rear door lock

Option # 19 Four corner LED light package and installation for vehicles with out light package. Dealer to provide and install this equipment.

Option #20 Headlight flasher system, supply and install.

Option #21 Install customers grill and deck lights (6) total lights and wire to controller as needed.

The light bar, lights, control panels, decals and cages not specified as dealer provided will be supplied by and delivered to the dealer by Fleet Management. The dealer will furnish small hardware such as screws, nuts, bolts, tie straps, wire loom, all electrical connectors, and tape not supplied in standard equipment package.

A detailed build sheet must be supplied with bid package for evaluation of model bid. Any omissions to bid package will be grounds for rejection of bid package.

#### **ADDITIONAL SPECIFICATIONS**

Installation of all equipment shall be performed by EVT Certified L-1 Law Enforcement Vehicle Installation Technicians. The City of Jacksonville will supply the antennae and cable, radio power cable, speaker, laptop stand, equipment rack, printer box and lighting systems unless otherwise specified in options. Installing dealer will be responsible for wiring, connectors, loom, fuse holders, three gang outlets as specified and any other incidentals needed.

#### **Communications Equipment Installation Specifications**

All communications equipment and controls are secured to the vehicle via a metal rack with controls mounted vertically to provide easy access and operation of all installed devices. A laptop PC stand is also incorporated into the installation. The entire installation shall be performed in a professional manner with all cabling secured and dressed as to prevent any wear

or chaffing of the interconnecting cabling and voltage supply lines. All wiring is to be installed in wire loom for additional protection. Sufficient cable slack shall be available to allow for ease of removal of equipment to access each cable plug for easy servicing. Antenna cabling shall be routed in a manner as to be hidden from normal view and to deter easy access from the rear passenger area.

**Equipment Rack/Laptop Stand** Communications equipment and controls are secured to the vehicle via a metal floor mounted rack with adjustable feet. The rack is mounted between the two front seats and held in place by the front seat bolts or mounting brackets. Individual pieces of equipment are then mounted vertically to this rack using two brackets, which form an adjustable "U" shaped bracket when installed. The two-way radio, siren and light bar controller box will be mounted in this fashion using six (6) of these brackets except as noted for remote locations. The remote mount siren and light controller will be mounted on the dash via a angle bracket and be located outside of any air bag deployment zones and will not impede sight lines or normal operation of factory vehicle controls or vents. Normal air flow will not be disturbed in any equipment mounting. The brackets and adjustable feet are secured to the rack using 1/4x3/4 and 3/8x3/4 carriage bolts respectively. The rack also holds the radio speaker, printer box and a three (3) gang power point assembly. The laptop stand is a City of Jacksonville supplied no holes model, which is mounted via the front seat bolts. The vertical section of the mount uses the left hand passenger seat bolt while the angle brace uses the right hand passenger side seat bolt.

#### **Antenna Installation**

The 800 MHZ antenna shall be mounted in the roof of the vehicle at 28 inches from the rear windshield. A 3/4-inch hole shall be placed in the roof utilizing a Motorola Antennae bit to ensure a uniform sized mounting hole. Any metal shavings from the drilling of the mounting hole shall be removed immediately. Antenna base shall be installed per supplied manufacturer's instructions to ensure proper seal at the base to preclude any water leakage into the vehicle. Antenna cabling shall be routed behind the center post molding on the passenger side, under the door threshold molding, behind the kick plate under the carpet exiting at the hump. Cable under the carpet in the passenger area should be routed high under dash to avoid contact with the passenger. The cable shall be run between the carpet and padding to deter contact with any hot metal surfaces caused by engine and/or exhaust system.

#### **Equipment Checkout**

All installed equipment shall be checked for proper operation. Light bar and controls shall be labeled and tested to insure all lights perform as designed.

#### **Installation Documentation Required**

Accurate listings of inventory control numbers and vehicle numbers, per install, shall be provided to the Equipment Control Administrator by e-mail to [davidj@coj.net](mailto:davidj@coj.net) as completed vehicles are delivered for inventory control purposes. This will be provided in spreadsheet form. Fleet Management will provide template.



**Specifications**  
**Ford Sedan Police Interceptor**

**SC-0288-12**

The vehicles furnished to these specifications shall comply with all applicable current federal and state safety laws. Delivery of any vehicle(s) will take place at 2581 Commonwealth Avenue, Jacksonville, Florida during the hours of 7:00 am thru 3:00 pm, Monday thru Friday. There will be no exceptions to the times stated unless prior arrangements with fleet management have been made. No acceptance of any vehicle(s) will take place during any city, state or federal holiday. These are to be considered as minimum specifications.

Successful bidder shall furnish three (3) parts and service manuals in CD format to the city as soon as available from the factory. The awarded bidder shall furnish two (2) printed complete service manuals. The city is also to be included on any supplements or service bulletins to the manuals.

Warranty repair: All emergency vehicles picked up or taken to the selling dealer for warranty repairs will be given priority over other customers

**MECHANICAL**

AWD Drivetrain – Standard for enhanced handling precision and unsurpassed traction on wet or dry surfaces.

3.5L Ti-VCT V6 FFV High efficient Police

Brakes – Police calibrated high performance system.

4 Wheel heavy-duty disc w/ heavy-duty front and rear calipers

Rotors – large mass for high thermal capacity and calipers with large swept area.

Electric Power Assist Steering (EPAS)

Transmission – 6-speed automatic, exclusively police calibrated for maximum acceleration

Alternator – Heavy-Duty 220 Amp

Battery – Heavy-Duty 750 CCA

Cooling System – Heavy duty, large high volume radiator, engine oil and transmission oil cooler

Engine Hour Meter

Powertrain mounts – Heavy-Duty

**EXTERIOR FEATURES**

Deflector Plates – Undercarriage deflector plates protect the Underbody, powertrain and chassis components

Driver Side Spotlight

Easy Fuel® Capless Fuel-Filler

Wheels — Heavy duty steel, vented with center cap —

Full size spare tire

## INTERIOR FEATURES

Column Shifter

Flooring – Heavy duty vinyl, offers ease of cleaning, long term durability

Pedals – Power adjustable

Rear doors open extra wide. Door panels simplified with no cup holders or pockets for ease of cleaning

Seats - Front – Police grade cloth – 6-way power-adjustable, manual lumbar, seatback foam to accommodate a utility belt

Built-in steel intrusion plates in both front seatbacks

Rear seat- Police grade vinyl, offer easy care for cleaning

Simple Fleet Key

Speedometer – Certified

Universal equipment tray atop instrument panel (ideal for radar and other police equipment)

## SAFETY / SECURITY HIGHLIGHTS

Advance Trac® with Electronic Stability Control (ESC) police tuned gyroscopic sensors work seamlessly with the ABS

Exterior Key Locks – Driver, passenger side and deck lid

75-mph Rear End Crash Tested

## MECHANICAL

Alternator – 220Amp, Auxiliary Transmission Oil Cooler,

Battery – H.D. maintenance-free 78A/750 CCA

Brakes – 4-Wheel Heavy-Duty Disc w/ H.D. Front and Rear Calipers

Column Shifter – vinyl molded-black shift knob

Drive train – All-Wheel-Drive

Dual Exhaust

Electric Power Assist Steering (EPAS) – Heavy-Duty

Engine Oil Cooler, Independent Front Suspension with Front and Rear Stabilizer Bar

Transmission – 6-Speed Transmission

Climate Control – Single Zone Manual

Console Mounting Plate – Black e-Coat

Door Locks – Power – Rear Door Handles and Locks Operable

Floor – Heavy-Duty Thermoplastic Elastomer

Pedals – Power adjustable

Power points – 2 located in I/P lower close-out

Steering wheel – Manual/Tilt, Urethane Wrapped with Speed Controls / Audio Controls  
 Storage – Overhead Console with dome/map lights and sunglass holder  
 Sun visors – Non-Illuminated Driver/Passenger  
 Trunk – Flat Load Floor  
 Airbags - Front and Side-Impact Airbags  
 Safety Canopy® with rollover sensor  
 Anti-Lock Brakes (ABS) with Traction Control  
 Battery saver feature  
 LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations  
 SOS Post-Crash Alert System™  
 Tire Pressure Monitoring System (TPMS)  
 Deck lid – Cylinder Lock  
 Door Handles – Painted Black  
 Front Door Lock Cylinders (Front Driver/Passenger)  
 Glass – Solar-Tinted  
 Grille – Black  
 Headlights – Projector Halogen  
 Mirrors – Black, Power Electric Remote, Manual Folding with Integrated Blind Spot Mirrors  
 Roof Mount Antenna  
 Tail Lamps – Halogen with Halogen Deck lid Lamps  
 Tires, - P245/55R18 A/S BSW  
 Wheels – 18" x 8" (E-coat with Black Top Coat) Steel with Wheel, Hub Cover  
 Full Size Spare  
 Tire P245/55R18 A/S BSW  
 18" Conventional Steel Spare Wheel  
 Underbody Deflector

ALL STD

No dealer option will be included in base price.

No standard features are to be deleted.

Factory installed shall mean installed at the time the unit is built and be included in the standard warranty supplied with the unit sold to the City of Jacksonville.

Warranty- 36 month, 36000 mile bumper to bumper; 60 month, 100000 mile power train.

The City of Jacksonville reserves the right to purchase all or any combination of options.

Base AWD \$ 23,000.<sup>00</sup>

Base FWD \$ 22,000.<sup>00</sup>

- Option #1 Labor to install complete and working light bar, four corner LED lights, and trunk lights including PA system speaker and the mounting of controls. This is a remote mount siren controller unit. Lights with standard wiring and mounting hardware are to be provided by City of Jacksonville. Any additional wire connectors, wiring, and hardware needed are to be supplied by dealer.
- Option #2 Labor to install partition and locking gun mount behind front seat. Partition provided by fleet management.
- Option #3 Labor to install all shields, numbers and stripes on vehicle. Shields, numbers and stripes provided by fleet management.
- Option #4 Spot light delete
- Option #5 Supply and install replacement rear door panels to secure prisoner area from exit ability. Disable rear windows and locks from operation from rear switches without irreversible damage.
- Option #6 Supply and install three-position power outlet to be mounted on equipment rack.
- Option #7 Install single shotgun rack mounted to deck lid supports with HD rivets not screws. Shotgun rack from San Angelo sports model #10005 or approved equivalent. Dealer provides rack and mounting hardware for this option.
- Option #8 Setina or approved equal push bumpers with hardware supplied and installed. If mounting affects bumper cover, then appropriate measures must be taken for longevity and appearance. Any alterations to be approved by fleet management.
- Option #9 Labor to install radio system wiring and mounting brackets. Brackets, antennas, and wiring connectors will be supplied by City of Jacksonville.
- Option #10 Labor to install laptop computer stands, printer mount and computer light. City of Jacksonville will supply stands and lights.
- Option #11 Rear window kick-out bars. Rear window bars and mounts to be supplied and installed by dealer.
- Option #12 Install customer supplied lighting package for slick top units. This will include front and rear window light stick, siren, speaker, controller, trunk lights and four corner LED lights.
- Option #13 Install customer supplied video system including slide out equipment tray and communications equipment for system.
- Option #14 Provide plastic rear seat and floor pan in lieu of standard seat.
- Option #15 Trailer hitch with standard 7 pin trailer plug wiring.
- Option #16 Labor to install customer supplied vehicle information transmitter.
- Option #17 Tint windows deep tint 3M brand

Option #18 Mechanical release for driver side rear door lock

Option # 19 Four corner LED light package and installation for vehicles with out light package. Dealer to provide and install this equipment.

Option #20 Headlight flasher system, supply and install.

Option #21 Install customers grill and deck lights (6) total lights and wire to controller as needed.

The light bar, lights, control panels, decals and cages not specified as dealer provided will be supplied by and delivered to the dealer by Fleet Management. The dealer will furnish small hardware such as screws, nuts, bolts, tie straps, wire loom, all electrical connectors, and tape not supplied in standard equipment package.

A detailed build sheet must be supplied with bid package for evaluation of model bid. Any omissions to bid package will be grounds for rejection of bid package.

### **ADDITIONAL SPECIFICATIONS**

Installation of all equipment shall be performed by EVT Certified L-1 Law Enforcement Vehicle Installation Technicians. The City of Jacksonville will supply the antennae and cable, radio power cable, speaker, laptop stand, equipment rack, printer box and lighting systems unless otherwise specified in options. Installing dealer will be responsible for wiring, connectors, loom, fuse holders, three gang outlets as specified and any other incidentals needed.

#### **Communications Equipment Installation Specifications**

All communications equipment and controls are secured to the vehicle via a metal rack with controls mounted vertically to provide easy access and operation of all installed devices. A laptop PC stand is also incorporated into the installation. The entire installation shall be performed in a professional manner with all cabling secured and dressed as to prevent any wear or chaffing of the interconnecting cabling and voltage supply lines. All wiring is to be installed in wire loom for additional protection. Sufficient cable slack shall be available to allow for ease of removal of equipment to access each cable plug for easy servicing. Antenna cabling shall be routed in a manner as to be hidden from normal view and to deter easy access from the rear passenger area.

**Equipment Rack/Laptop Stand** Communications equipment and controls are secured to the vehicle via a metal floor mounted rack with adjustable feet. The rack is mounted between the two front seats and held in place by the front seat bolts or mounting brackets. Individual pieces of equipment are then mounted vertically to this rack using two brackets, which form an adjustable "U" shaped bracket when installed. The two-way radio, siren and light bar controller box will be mounted in this fashion using six (6) of these brackets except as noted for remote locations. The remote mount siren and light controller will be mounted on the dash via a angle bracket and be located outside of any air bag deployment zones and will not impede sight lines or normal operation of factory vehicle controls or vents. Normal air flow will not be disturbed in any equipment mounting. The brackets and adjustable feet are secured to the rack using 1/4x3/4 and 3/8x3/4 carriage bolts respectively. The rack also holds the radio speaker, printer box and a three (3) gang power point assembly. The laptop stand is a City of Jacksonville supplied no holes model, which is mounted via the front seat bolts. The vertical section of the mount uses the left hand passenger seat bolt while the angle brace uses the right hand passenger side seat bolt.

#### **Antenna Installation**

The 800 MHZ antenna shall be mounted in the roof of the vehicle at 28 inches from the rear windshield. A 3/4-inch hole shall be placed in the roof utilizing a Motorola Antennae bit to ensure a uniform sized mounting hole. Any metal shavings from the drilling of the mounting hole shall

be removed immediately. Antenna base shall be installed per supplied manufacturer's instructions to ensure proper seal at the base to preclude any water leakage into the vehicle. Antenna cabling shall be routed behind the center post molding on the passenger side, under the door threshold molding, behind the kick plate under the carpet exiting at the hump. Cable under the carpet in the passenger area should be routed high under dash to avoid contact with the passenger. The cable shall be run between the carpet and padding to deter contact with any hot metal surfaces caused by engine and/or exhaust system.

**Equipment Checkout**

All installed equipment shall be checked for proper operation. Light bar and controls shall be labeled and tested to insure all lights perform as designed.

**Installation Documentation Required**

Accurate listings of inventory control numbers and vehicle numbers, per install, shall be provided to the Equipment Control Administrator by e-mail to [davidj@coj.net](mailto:davidj@coj.net) as completed vehicles are delivered for inventory control purposes. This will be provided in spreadsheet form. Fleet Management will provide template.

# Bid Proposal Form - SC-0288-12

Police Cars		Unit	Cost	Estimated Quantity	Extended Total
Vehicle #1					
<b>Chevrolet Impala Police Cars</b>					
<b>Options</b>					
Option #1	Labor to install complete and working light bar, four corner LED lights, and trunk lights including PA system speaker and the mounting of controls. This is a remote mount	Each		65	
Option #2	Labor to install partition and locking gun mount behind front seat. Partition provided by fleet management	Each		65	
Option #3	Labor to install all shields, numbers and stripes on vehicle. Shields, numbers and stripes provided by fleet management	Each		65	
Option #4	Spot Light Delete	Each		1	
Option #5	Supply and install replacement rear door panels to secure prisoner area from exit ability. Disable rear windows and locks from operation from rear switches without	Each		65	
Option #6	Supply and install three-position power outlet to be mounted on equipment rack.	Each		65	
Option #7	Install single shotgun rack mounted to deck lid supports with HD rivets not screws. Shotgun rack from San Angelo sports model #10005 or approved equivalent. Dealer	Each		65	
Option #8	Setina or approved equal push bumpers with hardware supplied and installed. If mounting affects bumper cover, then appropriate measures must be taken for longevity and	Each		65	
Option #9	Labor to install radio system wiring and mounting brackets. Brackets, antennas, and wiring connectors will be supplied by City of Jacksonville.	Each		65	
Option #10	Labor to install laptop computer stands, printer mount and computer light. City of Jacksonville will supply stands and lights.	Each		65	
Option #11	Rear window kick-out bars. Rear window bars and mounts to be supplied and installed by dealer.	Each		65	
Option #12	Install customer supplied lighting package for slick top units. This will include front and rear window light stick, siren, speaker, controller, trunk lights and four corner LED	Each		1	

Option #13 Install customer supplied video system including slide out equipment tray and communications equipment for system	Each	1	
Option #14 Provide plastic rear seat and floor pan in lieu of standard seat	Each	65	
Option #15 Trailer hitch with standard 7 pin trailer plug wiring.	Each	1	
Option #16 Labor to install customer supplied vehicle information transmitter	Each	65	
Option #17 Tint windows deep tint 3M brand	Each	1	
Option #18 Mechanical release for driver side rear door lock	Each	65	
Option #19 Four corner LED light package and installation for vehicles with out light package. Dealer to provide and install this equipment.	Each	1	
Option #20 Headlight flasher system, supply and install	Each	65	
Option #21 Install customers grill and deck lights (6) total lights and wire to controller as needed.	Each	1	
<b>Total Bid for Vehicle #1 and Options</b>			
<b>Vehicle #2</b>			
<b>Chevrolet Caprice Police Cars</b>			
<b>Options</b>			
Option #1 Labor to install complete and working light bar, four corner LED lights, and trunk lights including PA system speaker and the mounting of controls. This is a remote mount siren controller unit. Lights with standard wiring, and mounting hardware are to be provided by City of Jacksonville. Any additional wire connectors, wiring, and hardware needed are to be supplied by dealer	Each	2	
Option #2 Labor to install partition and locking gun mount behind front seat. Partition provided by fleet management.	Each	2	



Option #3 Labor to install all shields, numbers and stripes on vehicle. Shields, numbers and stripes provided by fleet management.	Each			2	
Option #4 Spot Light Delete	Each			1	
Option #5 Supply and install replacement rear door panels to secure prisoner area from exit ability. Disable rear windows and locks from operation from rear switches without	Each			2	
Option #6 Supply and install three-position power outlet to be mounted on equipment rack.				2	
Option #7 Install single shotgun rack mounted to deck lid supports with HD rivets not screws. Shotgun rack from San Angelo sports model #10005 or approved equivalent. Dealer	Each			2	
Option #8 Setina or approved equal push bumpers with hardware supplied and installed. If mounting affects bumper cover, then appropriate measures must be taken for longevity and	Each			2	
Option #9 Labor to install radio system wiring and mounting brackets. Brackets, antennas, and wiring connectors will be supplied by City of Jacksonville	Each			2	
Option #10 Labor to install laptop computer stands, printer mount and computer light. City of Jacksonville will supply stands and lights.	Each			2	
Option #11 Rear window kick-out bars. Rear window bars and mounts to be supplied and installed by dealer.	Each			2	
Option #12 Install customer supplied lighting package for slick top units. This will include front and rear window light stick, siren, speaker, controller, trunk lights and four corner LED	Each			1	
Option #13 Install customer supplied video system including slide out equipment tray and communications equipment for system	Each			1	
Option #14 Provide plastic rear seat and floor pan in lieu of standard seat.	Each			2	
Option #15 Trailer hitch with standard 7 pin trailer plug wiring	Each			1	
Option #16 Labor to install customer supplied vehicle information transmitter	Each			2	
Option #17 Tint windows deep tint 3M brand	Each			1	
Option #18 Mechanical release for driver side rear door lock	Each			2	
Option #19 Four corner LED light package and installation for vehicles with out light package. Dealer to provide and install this equipment	Each			1	

Option #20 Headlight flasher system, supply and install	Each		2	
Option #21 Install customers grill and deck lights (6) total lights and wire to controller as needed.	Each		1	
Option #22 Change engine size to V-8 with associated changes	Each		1	
<b>Total Bid for Vehicle #2 and Options</b>				
<b>Vehicle #3</b>				
<b>Ford Utility Police Interceptor</b>				
<b>Options</b>	Each		2	
including PA system speaker and the mounting of controls. This is a remote mount siren controller unit. Lights with standard wiring and mounting hardware are to be provided by City of Jacksonville.	Each		2	
Option #2 Labor to install partition and locking gun mount behind front seat. Partition provided by fleet management	Each		2	
Option #3 Labor to install all shields, numbers and stripes on vehicle. Shields, numbers and stripes provided by fleet management	Each		2	
Option #4 Spot Light Delete	Each		1	
Option #5 Supply and install replacement rear door panels to secure prisoner area from exit ability. Disable rear windows and locks from operation from rear switches without irreversible damage.	Each		2	
Option #6 Supply and install three-position power outlet to be mounted on equipment rack. Shotgun rack from San Angelo sports model #10005 or approved equivalent. Dealer provides rack and mounting hardware for this option.	Each		2	
affects bumper cover, then appropriate measures must be taken for longevity and appearance. Any alterations to be approved by fleet management.	Each		2	
Option #9 Labor to install radio system wiring and mounting brackets. Brackets, antennas, and wiring connectors will be supplied by City of Jacksonville.	Each		2	
Option #10 Labor to install laptop computer stands, printer mount and computer light. City of Jacksonville will supply stands and lights	Each		2	

Option #11 Rear window kick-out bars. Rear window bars and mounts to be supplied and installed by dealer.	Each		2	
Option #12 Install customer supplied lighting package for slick top units. This will include front and rear window light stick, siren, speaker, controller, trunk lights and four corner LED lights.	Each		1	
Option #13 Install customer supplied video system including slide out equipment tray and communications equipment for system.	Each		1	
Option #14 Provide plastic rear seat and floor pan in lieu of standard seat	Each		2	
Option #15 Trailer hitch with standard 7 pin trailer plug wiring.	Each		1	
Option #16 Labor to install customer supplied vehicle information transmitter	Each		2	
Option #17 Tint windows deep tint 3M brand	Each		1	
Option #18 Mechanical release for driver side rear door lock	Each		2	
Option #19 Four corner LED light package and installation for vehicles with out light package. Dealer to provide and install this equipment	Each		1	
Option #20 Headlight flasher system, supply and install.	Each		2	
Option #21 Install customers grill and deck lights (6) total lights and wire to controller as needed.	Each		1	
<b>Total Bid for Vehicle #3 and Options</b>				
<b>Vehicle #4</b>				
<b>Ford Sedan Police Interceptor</b>				
<b>Options</b>	Each		2	
including PA system speaker and the mounting of controls. This is a remote mount siren controller unit. Lights with standard wiring and mounting hardware are to be provided by City of Jacksonville.	Each		2	
Option #2 Labor to install partition and locking gun mount behind front seat. Partition provided by fleet management	Each		2	

Option #3 Labor to install all shields, numbers and stripes on vehicle. Shields, numbers and stripes provided by fleet management	Each	2	
Option #4 Spot Light Delete	Each	1	
Option #5 Supply and install replacement rear door panels to secure prisoner area from exit ability. Disable rear windows and locks from operation from rear switches without irreversible damage	Each	2	
Option #6 Supply and install three-position power outlet to be mounted on equipment rack	Each	2	
Shotgun rack from San Angelo sports model #10005 or approved equivalent. Dealer provides rack and mounting hardware for this option	Each	2	
affects bumper cover. then appropriate measures must be taken for longevity and appearance. Any alterations to be approved by fleet management	Each	2	
Option #9 Labor to install radio system wiring and mounting brackets. Brackets, antennas, and wiring connectors will be supplied by City of Jacksonville.	Each	2	
Option #10 Labor to install laptop computer stands, printer mount and computer light. City of Jacksonville will supply stands and lights.	Each	2	
Option #11 Rear window kick-out bars. Rear window bars and mounts to be supplied and installed by dealer.	Each	2	
Option #12 Install customer supplied lighting package for slick top units. This will include front and rear window light stick, siren, speaker, controller, trunk lights and four corner LED lights.	Each	1	
Option #13 Install customer supplied video system including slide out equipment tray and communications equipment for system	Each	1	
Option #14 Provide plastic rear seat and floor pan in lieu of standard seat.	Each	2	
Option #15 Trailer hitch with standard 7 pin trailer plug wiring.	Each	1	
Option #16 Labor to install customer supplied vehicle information transmitter	Each	2	
Option #17 Tint windows deep tint 3M brand	Each	1	
Option #18 Mechanical release for driver side rear door lock	Each	2	

Option # 19 Four corner LED light package and installation for vehicles with out light package. Dealer to provide and install this equipment.	Each	1	
Option #20 Headlight flasher system, supply and install	Each	2	
Option #21 Install customers grill and deck lights (6) total lights and wire to controller as needed.	Each	1	
<b>Total Bid for Vehicle #4 and Options</b>			

**DISQUALIFIED/PROBATIONARY VENDORS LIST**

In accordance with the City's Procurement Code 126.201 (1) (1-4), the following list of entities are hereby debarred or are placed on probationary status. Debarred entities are prohibited from receiving any new awards until formally reinstated. Probationary status entities are subject to consideration for new awards during the probationary period.

VENDOR	VENDOR-FEIN #	Date of Disqualification/Probationary Status	Eligibility Reinstatement Date/Probationary Status End Date
Able Lumber and Supply	593198312	07/18/97	07/18/98
Armored Car Services	593191058	02/10/00	02/10/01
<b>*Arnett Contracting, Inc.</b>	<b>223965485</b>	<b>06/04/10</b>	<b>06/04/2013</b>
<b>**B &amp; H Full Service Cleaning, Inc.</b>	<b>262653840</b>	<b>11/19/2010</b>	<b>11/19/2011</b>
C & H Construction	593216284	03/07/02	03/07/03
Carolina Paper Mill	593579372	10/20/80	10/20/81
<b>*Cleft Landscape Mgmt.</b>	<b>590036843</b>	<b>10/26/00</b>	<b>10/26/01</b>
Concerned Citizens of Developing the Disable, Inc. d/b/a A.I.C.R.		07/23/98	07/23/99
Court Yard Concepts	593198312	05/07/97	05/07/98
Creed Company	45357941	03/07/90	03/07/91
<b>* Development Solutions, LLC</b>	<b>205208339</b>	<b>02/11/2011</b>	<b>02/11/2014</b>
Elite Public Safety		03/25/00	03/25/01
Fire Defense Centers	593035606	06/08/87	06/08/88
George Patterson & Assoc.	59317759	06/05/98	06/05/99
G K Solutions	593541756	09/08/99	09/08/00
<b>**Kadin Corporation</b>	<b>931267696</b>	<b>02/11/2011</b>	<b>09/11/2012</b>
<b>*Process Server Enterprises, LLC</b>	<b>263336079</b>	<b>04/29/10</b>	<b>04/29/2011</b>
<b>**Ray T. Freiha Construction, Inc.</b>	<b>593615599</b>	<b>06/01/10</b>	<b>06/01/2012</b>
<b>**Sheza General Contractors, Inc.</b>	<b>593430930</b>	<b>11/02/2010</b>	<b>11/02/2011</b>
Tiger Tale Publication		05/21/98	05/21/99
Whittle & Sons		07/25/80	07/25/81

\*Vendors disqualified/debarred from bidding as Prime and/or Sub Contractors

\*\*Vendors placed on probation for a period of 6 months or more

Revised 03/9/2011

# CITY OF JACKSONVILLE



## PROCUREMENT DIVISION

214 North Hogan Street, Suite 800, Jacksonville, Florida, 32202  
(904) 255-8800-Ph; (904) 255-8837-Fax; [www.coj.net](http://www.coj.net)

## PROCUREMENT PROTEST PROCEDURES

### 126.106(e) PROTEST PROCEDURES

- 126.106(e)(1) Purpose and Scope
- 126.106(e)(2) Definitions
- 126.106(e)(3) Timely Notice of Protest
- 126.106(e)(4) Extension Request / Supplemental Protest Documentation
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- 126.106(e)(6) Process
- 126.106(e)(7) Protest Hearing Rules and Procedures
- 126.106(e)(8) Independent Agency, Board or Delegated Authority

#### 126.106(e)(1) Purpose and Scope

(a) These protest procedures are promulgated pursuant to § 126.106(e) of the Jacksonville Ordinance Code (the "Code"), which authorizes the Chief of the Procurement Division to "prepare and publish rules and regulations governing bid protests." In the event a court of competent jurisdiction declares any provision of these Procurement Protest Procedures to be unconstitutional, invalid, or otherwise unenforceable, then all remaining provisions shall be severable, valid and enforceable regardless of the invalidity of any other provision.

(b) In accordance with the procedures contained herein, any person or entity that is adversely affected by a decision or an intended decision concerning a solicitation, solicitation documents, award, or any other process or procedure prescribed in the Code and who has standing to protest said decision or intended decision under Florida law (the "Protestant"), must timely file a written Notice of Protest seeking to challenge the decision or intended decision. The issue(s) raised and the information contained in the Notice of Protest and any supplemental documentation filed in accordance with § 126.106(e)(4), hereof, must clearly identify and explain the factual and legal basis for any relief sought, and shall be the only

issue(s) and information the Protestant may present for consideration before the applicable committee.

#### 126.106(e)(2) Definitions

For the purpose of these Bid Protest Procedures, the following definitions are provided:

(a) "Competitive solicitation" or "solicitation" shall include without limitation an invitation to bid, competitive sealed bid, multi-step competitive sealed bid, competitive sealed proposal, or a request for proposals and/or qualifications.

(b) "Posting" means the notification of solicitations, decisions or intended decision, or other matters relating to procurement on a centralized Internet website, by placing the same on the bulletin board(s) designated by the Procurement Division for this purpose, or as may be consistent with § 126.102(m) of the Code.

(c) "Exceptional purchase" means any purchase excepted by law or rule from the requirements for competitive solicitation, including without limitation purchases pursuant to §§ 126.107, 126.206, 126.207, 126.211, 126.307, 126.309, 126.311, 126.312, or 126.313 of the Code.

(d) "Electronic transfer" is limited solely to facsimile transmissions that appear legibly on paper at the place of filing.

(e) "Final Agency Action" means a final decision that results from a proceeding hereunder, and includes actions which are affirmative, negative, injunctive, or declaratory in form.

(f) "Procurement process" has the same meaning as "contract solicitation or award process."

### **126.106(e)(3) Timely Notice of Protest**

(a) **Recommendations of Award and/or Bid Rejection.** A Protestant shall have 48 hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a Procurement Division recommended award of an exceptional purchase or an award or recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a bid or proposal; (ii) a contract award; or (iii) the short-listing of bidders or proposers.

(b) **Bid/Proposal Specifications and/or Requirements.** A Protestant shall have 10 business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an addendum, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing: (i) the basis for making the award in question; (ii) evaluation criteria; (iii) equipment, product, or material specifications; (iv) proposed project schedules; (v) statements regarding participation goals or other equal opportunity measures; or (vi) other general solicitation or project requirements.

(c) **Computation of Time** - The computation of the time limitations or periods contained herein shall be governed by and shall be pursuant to Florida Rule of Civil Procedure 1.090(a). Failure to file a written Notice of Protest within the applicable time limitation or period shall constitute a waiver of any right, remedy, or relief available hereunder.

(d) **Form and Content of the Notice of Protest** - A written Notice of Protest shall: (i) be addressed to the Chief; (ii) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Chief to

identify the same; (iii) state the timeliness of the protest; (iv) state Protestant's legal standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.

### **126.106(e)(4) Request for Extension to File Supplemental Protest Documentation**

At the time of filing a timely Notice of Protest hereunder, a Protestant may request an extension of three (3) business days after the date its Notice of Protest is timely received, in which to provide supplemental protest documentation. Failure to do so or to timely submit the supplemental protest documentation shall constitute a waiver of any right to the same.

### **126.106(e)(5) Delivery**

The timely filing of a Notice of Protest shall be accomplished when said notice is actually received by the Procurement Division within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Chief of Procurement Division at 214 North Hogan Street, Suite 800, Jacksonville, Florida, 32202, or by electronic transfer via facsimile to (904) 255-8837. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant, regardless as to the method of delivery employed.

### **126.106(e)(6) Process**

(a) Upon receipt of a timely filed written Notice of Protest, the Chief or his/her designee shall schedule and provide notice of the time, date and place that the protest will be heard. The protest will be heard before the General Governmental Awards Committee ("GGAC"), the Professional Services Evaluation Committee ("PSEC"), or the Competitive Sealed Proposal Evaluation Committee ("CSPEC"), whichever is applicable. The Chief or his/her designee shall have the discretion to proceed with the solicitation or contract award process in question or to suspend the same pending the resolution of the protest. To the extent the Chief or his/her designee decides to exercise his/her discretion not to suspend the solicitation or contract award process pending the resolution of the protest, the Chief or his/her designee shall set forth in writing the particular facts and/or circumstances upon which his/her decision is based.

(b) Those persons or entities, other than the Protestant, who will be directly affected by the resolution of the protest shall be given notice of the protest hearing, and the Notice of Protest and any supplemental protest



documentation shall be made available to them upon a written request for the same.

(c) When a Notice of Protest is filed pursuant to § 126.106(e)(3)(b), hereof, the Chief or applicable awards committee chairperson shall have the discretion to direct that the solicitation in question not be opened pending the resolution of the protest.

**126.106(e)(7) Protest Hearing Rules and Procedures**

(a) Hearings hereunder shall be heard before the applicable committee, and shall begin with a general statement of the rules and procedures prescribed herein by a representative of the committee, followed by a general statement of the facts by a representative of the Procurement Division. Representatives of the Protestant, limited solely to its owners, officers, employees and/or legal counsel, will then be required to present its case based solely upon the issue(s) and information contained in the Notice of Protest and any timely submitted supplemental protest documentation. Those persons or entities, other than the Protestant, who have legal standing and will be directly affected by the resolution of the protest will be given an opportunity to be heard and to present information before the committee, which will be followed by a statement and the presentation of information from the Procurement Division and other governmental representatives. The Protestant must establish by the preponderance of the evidence that the protest should be granted based upon the law, facts and information presented. The committee is entitled to ask questions of any party at any time during the hearing.

(b) For hearings hereunder, the formal rules of evidence pursuant to the Florida Evidence Code may be

relaxed at the sole discretion of the presiding chairperson of the applicable committee. Hearsay evidence may be admissible and used to supplement or explain other evidence.

(c) Unless otherwise provided by the Code, the burden of proof shall rest with the Protestant. The standard of proof for proceedings hereunder shall be whether a Procurement Division recommendation or the decision or intended decision in question was clearly erroneous, arbitrary or capricious, fraudulent, or otherwise without any basis in fact or law. In any protest proceeding challenging a decision or intended decision to reject all bids, proposals, or replies, the standard of review shall be whether the decision or intended decision is illegal, arbitrary, dishonest, or fraudulent.

(d) A majority vote of the members of the applicable committee shall be required to grant a protest, hereunder; otherwise, the protest shall be denied, and, upon execution by the Mayor or his designee, said vote and/or decision of the applicable awards committee shall be posted and shall represent final agency action.


**126.106(e)(8) Independent Agency, Board or Delegated Authority**

If a protest is filed and the solicitation is for the benefit of an independent agency, board, or delegated authority that has its own established procurement procedure and does not use the City's procurement process and/or protest procedures, then the person or entity protesting must follow the protest procedures of that independent agency, board, or delegated authority.

**CERTIFICATE OF ADOPTION AND IMPLEMENTATION**

The preceding Procurement Protest Procedures are hereby adopted this 10<sup>th</sup> day of August, 2009, by the undersigned Chief of Procurement for immediate implementation, and will remain in full force and effect until such time as they may be formally revised, amended, supplemented, superseded, or abolished.

**Procurement Division**

  
Michael Clapsaddle, Chief  
Procurement Division  
214 North Hogan Street, Suite 800  
Jacksonville, Florida, 32202  
(904) 255-8800 – Phone  
(904) 255-8837 – Fax  
mclap@coj.net

**NO BID FORM**

**BID# SC-0288-12**

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**UNABLE TO SUBMIT A BID? WE SINCERELY HOPE THIS IS NOT THE CASE.**

*If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to:*

**City of Jacksonville  
Procurement Division  
214 North Hogan St., Suite 105  
Jacksonville, Florida 32202**

**We are unable to submit a bid at this time due to the following reasons:**

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**Name of Firm** \_\_\_\_\_

**Signature and Title** \_\_\_\_\_

**Street Address or P.O. Box** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

**PLEASE SUBMIT THIS FORM ONLY; DO NOT SEND BACK THE BID PACKAGE**