

# **FSA Cooperative Purchasing Program**



**Contract #FSA20-VEF14.0**  
**Fire Rescue Vehicles and**  
**Other Equipment**  
**-Ambulance 14.01**  
**-Fire Rescue 14.02**

## **Contract Terms and Conditions**

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**Cooperative Purchasing Program**  
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**3.0 CONTRACT CONDITIONS**

**3.01 GENERAL REQUIREMENTS FOR ALL VEHICLES AND EQUIPMENT**

Once the bid has been awarded, the terms and conditions of this document become the Contract between the FSA and the awarded vendor.

The terms and conditions apply to all vehicles or equipment purchased from the this contract.

**3.02 STATEMENT OF AUTHORITY**

Each person signing the Contract Signature Page warrants that he/she is duly authorized to do so and binds the respective party to the Contract.

**3.03 VENDOR CONTACT INFORMATION**

The vendor will maintain current contact information with FSA at all times.

If a change occurs during the contract period, the vendor must notify the Administrator immediately. The Vendor Change Document must be completed, signed by an authorized representative and submitted via e-mail to [CPP@flsheriffs.org](mailto:CPP@flsheriffs.org).

A sample Vendor Change Document is located in Appendix C and online at the FSA website.

**3.04 OPTION TO RENEW & PRICE ADJUSTMENT**

**Renewal Option**

The contract may be renewed by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year to year basis. The FSA reserves the right to in its sole discretion elect to renew the contract in whole or in part.

In the event that the contract is held beyond the term provided herein, it shall be on a month-to-month basis only and shall not constitute an implied renewal of the contract. Such a month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

**Price Adjustment**

Prior to completion of each contract term, and on an annual basis, the FSA will consider a price adjustment due to manufacturer certified price adjustments or as a result of any changes to national or state standards that require substantial cost adjustments.

In the event of changes to national or state standards, the vendor must present verifiable changes in cost to FSA. The FSA will consider the cost changes and will make a final determination on the change in price.

For any vendor-initiated adjustment to commence on the first day of the renewed contract term, or on an annual basis, the vendor's request or adjustment should be submitted 90 (ninety) days prior to expiration of the then current contract. The vendor-initiated adjustment request must clearly substantiate the requested increase or decrease. For manufacturer certified price adjustments, vendors must provide documentation to FSA that such price adjustments are not in excess of other bid contracts or cooperative purchasing agreements and indicate the government concessions or discounts offered. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be

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exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered. The

The FSA reserves the right to accept the renewal adjustment or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of the FSA.

### **3.05 ADDITIONS AND DELETIONS**

The FSA can add, remove, discontinue or suspend any specifications, or portions thereof, from this bid or awarded contract when it is deemed to be in the best interest of FSA and the purchasers.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Vendor or Manufacturer performance; or
- Lack of relevance of products/commodities.

### **3.06 EQUITABLE ADJUSTMENT**

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

### **3.07 DISCOUNTS**

Discounts must be offered under this contract and shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for each specification and option listed. Discounts must be clearly documented in the bidders submission.

The vendor has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts.

Discounts are not required on any state or federal fees and charges.

Discount ranges are not permissible. Discounts must be a whole percentage with no decimal place (e.g. 10%).

### **3.08 CONDITIONS**

It is understood and agreed that any item offered or shipped as a result of this bid shall be the most current model offered, i.e. the most current production model at the time of this bid.

### **3.09 PRODUCTION CUTOFF**

Production cutoff refers only to cab and chassis configurations within bid specifications. The vendor shall notify the FSA no less than 60 calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Notification shall be provided in writing.