

THIS AGREEMENT, made and entered into this 1st day of February, 2010 is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Emergency Vehicle Supply Company, L.C.C., a Florida corporation ("Contractor"), whose address and phone are 4661 Johnson Road, Suite 1, Coconut Creek, FL 33073, 954-428-5201, fax: 954-428-5202.

WHEREAS, the City issued a Contract Number 102-10426, and the Contractor submitted a proposal dated February 1, 2010, and

WHEREAS, on February 17, 2010, the Procurement Director of the City of Fort Lauderdale approved an agreement with Contractor for the goods or services described in Contract 102-10426,

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to provide to the City, Message Board and Speed Sign Maintenance in accordance with and in strict compliance with the specifications, terms, conditions, and requirements set forth in this Agreement, beginning 02/01/10 and ending 01/31/11 for the requirements listed above.

2. This contract form, Contract 102-10426, and the Contractor's proposal are integral parts of this Contract, and are incorporated herein.

3. In the event of conflict between or among the contract documents, the order of priority shall be as follows:

First, this contract form;

Second, Contract Number 102-10426;

Third, the Contractor's proposal dated February 1, 2010;

4. The Company warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the ITB and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or service supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the ITB the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice to the Contractor, and reduce commensurately any amount of money due the Contractor.

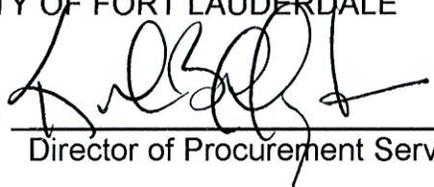
5. The City may cancel this Contract upon written notice to the Contractor in the event the Contractor fails to furnish the goods or perform the services as described in the ITB within 30 days following written notice to the Contractor.

6. The Contractor shall not present any invoice to the City that includes sales tax (85-8012514506C-7) or federal excise tax (59-6000319).

7. Contractor shall direct all invoices in duplicate for payment to Finance Department, City of Fort Lauderdale, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. Any applicable discount MUST appear on the invoice.

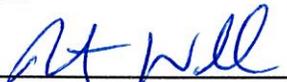
IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: 
Director of Procurement Services

EMERGENCY VEHICLE SUPPLY, L.C.C.

ATTEST:


Print Name: ROBERT WINDESHEIM
Title: Vice President / Member
(Secretary for corporation;
member or manager for L.L.C.)

By: 
Print Name: ROBERT WINDESHEIM
Title: Vice President / Member
(If not president of corporation or
managing member of limited liability
company, please attach proof of
authorization.)

Contract #102-10426

Message Board and Speed Sign Maintenance

PART I - INFORMATION/SPECIAL CONDITIONS

This Agreement is made and entered into this 1st day of February 2010, by and between the City of Fort Lauderdale, a Florida municipality (hereinafter referred to as the "Covered Entity" of "City"), and Emergency Vehicle Supply Company, L.L.C., a Florida limited liability company (hereinafter referred to as "Contractor").

01 CONTRACT PERIOD

The initial contract term shall commence on 02/01/10, and shall expire one year from that date. The City reserves the right to extend the contract for up to (3) three additional one-year periods, under the same terms, conditions and technical specifications /scope of services, however subject to cost adjustment as provided herein, providing both parties agree to the extension, Contractor performed satisfactorily; and such extension is approved by the City.

02 CONTRACT COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term (one year). Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

03 DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

04 ADDITIONAL ITEMS/DUTIES

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in his Bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

05 INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

06 SUBCONTRACTORS

The Contractor must be capable of performing all the services as contained in the bid specifications. If the Bidder intends to use sub-contractors in the performance of these services, bidder shall submit complete information on all proposed sub-contractors as a part of the bid response. The same qualification requirements, and all other terms and conditions of the bid shall also apply to the sub-contractor. The City reserves the right to approve or disapprove any sub-contractor proposed. Contractor shall ensure that all of Contractor's sub-contractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's sub-contractors' performance, and liable for any of Contractor's sub-contractors' non-performance and all of Contractor's sub-contractors' acts and omissions. Contractor shall defend, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third party action, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's sub-contractors.

07 INVOICES/PAYMENT

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the costs per student and shall specify the status of the particular task of service as of the date of the invoice as regards the accepted scheduled for that task or project. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of students for each task element, and the percentage of work completed.

08 SELLING, TRANSFERRING OR ASSIGNING CONTRACT

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City Manager, or designee.

09 UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

09 INDEMNITY/HOLD HARMLESS

The Contractor agrees to protect, defend, indemnify and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to this bidding process. Without limiting the foregoing, any and all such claims, suits, or other defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

10 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

11 INSURANCE

The contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in

force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability. This must be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

Worker's Compensation and Employer's Liability Insurance

Limits: Worker's Compensation – Per Florida Statute 440
Employer's Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Worker's Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Worker's Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for hazards commonly referred to as "explosion, collapse and underground", exclusions – on construction contracts only.

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person
	\$500,000 each occurrence
Property damage	\$100,000 each occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Department
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

12 INSURANCE – SUBCONTRACTORS

Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

13. CONTRACT COORDINATOR

The City may designate a Contract Coordinator whose principal duties shall be :

- Liaison with Contractor.

- Coordinate and approve all work under the contract.

- Resolve any disputes.

- Assure consistency and quality of Contractor's performance.

- Schedule and conduct Contractor performance evaluations and document findings.

- Review and approve for payment all invoices for work performed or items delivered.

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01 BACKGROUND/SCOPE OF SERVICES

The Police Department's Fleet of Message board and speed signs consist of eight (8) Message Board Signs, Model instAlert iA, and four (4) Speed Signs, Model SPEEDSentry 18", manufactured by All Traffic Solutions (ATS).

- A. The Contractor, with approval by the City, has the option to do repairs at their site, at the Fort Lauderdale Police Department (FLPD), or where the sign is in operation within the City of Fort Lauderdale.
- B. The Contractor will provide a Time and Material based solution for maintaining signs.
- C. The Contractor will provide 48-hour service after notification for emergency repairs. The City will provide a Contract Coordinator(s) that will be the primary contact(s) for expediting requests and emergency repairs.
- D. The Contractor will provide a service call fee of \$80.00 per trip. If Contractor needs to order parts and cannot perform the service repair on first service call, only one service call fee will be charged to the City, when repair is performed. The Contractor will also charge a labor Rate of \$75.00 per hour.
- E. The Contractor will provide detailed repair costs to the City prior to replacing any components. City will approve any additional costs prior to commencement of servicing.
- F. Parts and Components may be purchased from EVS at a 10% Discount off of the All Traffic Solutions current price sheet attached.
- G. Attached are All Traffic Solutions, Inc. list prices for their parts and supplies. It will be the responsibility of the Contractor to provide the most recent price list to the Police Department, each time the old price list expires (approx. every six months).
- H. Removal of Graffiti, Eggs and Cleaning of all boards and signs, will not be covered under this agreement. Adding water to the batteries will be the responsibility of the City.

NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 **MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- 3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives,

or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT: If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder will, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.



February 1, 2010

City of Fort Lauderdale
Mike Walker
100 N. Andrews Avenue #619
Fort Lauderdale, FL 33301

Ref.: Message and Speed Sign Maintenance Contract

Mr. Walker:

In reference to our meeting regarding the Speed Sign and Message Board Maintenance Contract, Emergency Vehicle Supply (EVS) proposes the following to accommodate your ongoing maintenance and repair of these signs.

- Provide 48 hour service after notification for emergency repairs.
- Time and Material based solution for maintaining signs.
- Service Call Fee of \$80.00 per trip.
- Labor rate of \$75.00 per hour.
- EVS will provide detailed repair costs to the city prior to replacing any components. City will approve any additional costs prior to commencement of servicing.
- Parts and Components may be purchased from EVS at a 10% Discount off of the All Traffic Solutions current price sheet.
- Removal of Graffiti, Eggs and Cleaning of units will not be covered under this agreement. Adding water to the batteries will be the responsibility of the PD.

Should you have any questions, please feel free to call me at (954) 428-5201.

Thank you,

Rob Windesheim

4661 Johnson Road, Suite 1, Coconut Creek, Florida 33073
(Telephone) 954-428-5201 (Fax) 954-428-5202

www.evsupply.com

instALERT Product Family

Pole Based Bundles combine our products into our most popular combinations.		Price	Shipping
	4000252 Bundle; instALERT, Hitch mount	8,195.00	100.00
	4000363 Bundle; instALERT, Hitch, PDA	8,620.00	100.00
++	4000254 Bundle; Freestand kit, PC26 sm post-only avail w/instALERT	795.00	100.00
++	4000396 Bundle; Freestand kit, PC36 sm post-only avail w/instALERT	895.00	100.00
Trailer Based Bundles combine our products into our most popular combinations.		Price	Shipping
	4000399 Bundle; instALERT, iA on ATS-5 w/ 4 batteries and 60W Solar	13,110.00	Call
	4000411 SpeedALERT 12PDS, iA, BT Mgmt ATS5, 60W Solar, PDA	18,495.00	Call
	4000528 SpeedALERT Shield 12PDS, iA, BT Mgmt, ATS5, 60W Solar, PDA	19,400.00	Call
++	4000572 SpeedALERT Shield 15PDS, iA, BT Mgmt, ATS5, 60W Solar, PDA	19,845.00	Call
Accessories typical with new orders		Price	Shipping
	4000250 PDA, w/ATS software suite, w/ bluetooth	425.00	10.00
	4000277 Converter Serial to USB, iA SS	55.00	3.00
Base Models (includes only displays - not mounts or trailers)		Price	Shipping
	4000159 instALERT Rapid Messenger bundle: mounting bracket, case	7,995.00	50.00
WebEmpowered		Price	Shipping
++	4000314 Opt WE uplink module for iA internal to unit	595.00	-
	4000352 WebEmp Service cell; iA 1yr/ ea; see volume prices	725.00	-
	4000501 WebEmp Service cell; iA 3yr/ ea; see volume prices	2,066.00	-
	4000503 WebEmp Service cell; iA 5yr/ ea; see volume prices	3,262.00	-
	4000350 WebEmp Service cell; SS,Sh,SZ 1 yr/ ea; see volume prices	895.00	-
	4000502 WebEmp Service cell; SS,Sh,SZ 3 yr/ ea; see volume prices	2,550.00	-
	4000504 WebEmp Service cell; SS,Sh,SZ 5 yr/ ea; see volume prices	4,475.00	-
Power Options		Price	Shipping
	4000256 PowerCase PC36 12VDC 36Ah power supply, 120VAC input	595.00	30.00
	4000364 PowerCase PC26 12VDC 26Ah power supply, 120VAC input	450.00	20.00
++	4000567 Opt iA plug adapter new-to-old 3-prong recept to cig. plug	95.00	-
++	4000568 Opt iA plug adapter old-to-new cig. recept to 3-prong plug	95.00	-
	4000111 Battery upgrade 2nd Pair 235Ah for ATS-5, with harness	495.00	-
	4000307 AC supply-Heavy, iA, 10Amp 120 VAC 50/60 Hz, NEMA 4	950.00	40.00
Mounting Options		Price	Shipping
	4000181 Mount Kit, iA bracket incl: bracket & hdwr for pole	295.00	30.00
	4000247 Hitch mount, iA for 1.25" & 2" w/ trailer connector & hdwr	350.00	35.00
	4000289 Hitch mount, telescoping, iA w/ trailer connector & hdwr	450.00	35.00
	4000347 Bundle; upgrade iA tele hitch from standard hitch	100.00	-
++	4000263 Portable post, standard iA/SS	350.00	65.00
	4000273 Portable post, large, iA/ss telescoping, spring loaded	375.00	85.00
++	4000261 Trailer ATS5 with 470Ah (old 4000261 - iA Sh trailer)	3,895.00	Call
	4000275 Solar, ATS-5 Trailer, 60W incl: panel, bracket, black	895.00	-
	4000278 Solar, ATS-5 Trailer, 120W incl: panel, bracket, black	1,200.00	-
	4000120 Opt Trl Trailer wheel lock bar	125.00	15.00
	4000122 Opt Trl tamper alarm trailer	250.00	-
PremierCare Options (NOT eligible for Reseller Discount)		Price	
	4000463 PremierCare instALERT Annual (PDA not included in coverage)	800.00	
	4000593 PremierCare instALERT 3 yr (PDA not included in coverage)	2,000.00	
	4000465 PremierCare SpeedALERT SZ Ann (PDA not included in coverage)	800.00	
	4000592 PremierCare SpeedALERT SZ 3 yr (PDA not included in coverage)	2,000.00	

+ new item

++ modified description or price

SPEEDsentry Product Family

Pole Based Bundles combine our products into our most popular combinations.			Price	Shipping
	4000563	Bundle; Shield 12PDS, PDA, xtra brkt, 10Ah bat, chrg, case	5,705.00	60.00
++	4000573	Bundle; Shield 15PDS, PDA, xtra brkt, 10Ah bat, chrg, case	5,950.00	60.00
	4000330	Bundle; SS12PDS, ext bkt, 26Ah batt kit (pair bat & charger)	3,980.00	75.00
	4000574	Bundle; SS12PDS, ext bkt, 50Ah batt kit (pair bat & charger)	4,180.00	90.00
	4000432	Bundle; SS12PDS, BT, PDA, 26 Ah bat kit, extra mtg bkt	4,800.00	75.00
	4000575	Bundle; SS12PDS, BT, PDA, 50 Ah bat kit, extra mtg bkt	4,995.00	90.00
	4000440	SZ SpeedALERT, Data, Strobe AC Power 120 VAC	7,895.00	100.00
	4000439	SZ SpeedALERT, Data, Strobe 60W solar ext. batt.	9,295.00	210.00

Trailer Based Bundles combine our products into our most popular combinations.			Price	Shipping
+	4000582	Bundle; Shield 15PDS, ATS5-100 100Ah battery, 40W solar	8,595.00	Call
+	4000626	Bundle; Shield 18PDS, ATS5-100 100Ah battery, 40W solar	8,995.00	Call
	4000411	SpeedALERT 12PDS, iA, BT Mgmt ATSS, 60W Solar, PDA	18,495.00	Call
	4000528	SpeedALERT Shield 12PDS, iA, BT Mgmt, ATSS, 60W Solar, PDA	19,400.00	Call
++	4000572	SpeedALERT Shield 15PDS, iA, BT Mgmt, ATSS, 60W Solar, PDA	19,845.00	Call
	4000495	SpeedALERT SZ, ATS-5 60W solar panel, PDA	12,910.00	Call

Base Models Shield 12 and Shield 15			Price	Shipping
Shield Base Display - Display only; NO BT Management, data, strobe, power, or case				
+	4000561	SPEEDsentry Shield 12P pole, no BT Mgmt, no power	3,150.00	60.00
+	4000566	SPEEDsentry Shield 15P pole, no BT Mgmt, no power	3,395.00	70.00
Shield Display with Bluetooth Management; NO data, strobe, power or case				
++	4000564	SPEEDsentry Shield 12P pole, BT Mgmt, no power	3,545.00	60.00
++	4000570	SPEEDsentry Shield 15P pole, BT Mgmt, no power	3,790.00	70.00
Shield Display with Bluetooth Management, data, strobe; NO power or case				
++	4000586	SPEEDsentry Shield 12PDS Data, Strobe, BT Mgmt, no power	4,295.00	60.00
++	4000587	SPEEDsentry Shield 15PDS Data, Strobe, BT Mgmt, no power	4,540.00	70.00
Shield Display with Bluetooth Management, data, strobe, LFP power and case				
	4000565	Shield 12PDS pole BT Mgt data, strobe, 10Ah batt kit, case	5,245.00	60.00
++	4000571	Shield 15PDS pole BT Mgt data, strobe, 10Ah batt kit, case	5,490.00	70.00
Shield 12 and 15 Options and Power Sources				
	4000519	Opt Sh Shield Data Kit	500.00	-
	4000520	Opt Sh Shield Strobe Kit	250.00	-
	4000631	Opt Sh Bluetooth Management for new Shield units	395.00	-
	4000250	PDA, w/ATS software suite, w/ bluetooth	425.00	10.00
	4000562	Opt Sh SpeedALERT kit iA+Sh w/ Bluetooth, software, mount	750.00	-
	4000536	Opt Sh Relay Contact	250.00	-
	4000530	Opt Sh bullet resistant 12 Level A ballistics (38spcl)	395.00	-
	4000583	Opt Sh bullet resistant 15 Level A ballistics (38spcl)	450.00	-
++	4000511	Opt SS, Sh metric - SS12, Sh12 or any size w/o hundreds digit	-	-
	4000534	Opt Sh metric for Shield 15 incl' hundreds digit	400.00	-
	4000548	Opt Sh YOUR SPD wrap Shield 12 24x30 full size sign MUTCD	95.00	10.00
	4000549	Opt Sh YOUR SPD wrap Shield 15 30x36 full size sign MUTCD	145.00	10.00
++	4000521	Mount Kit, Shield 12, 15 mtg bkt incl: bracket & hdwr for pole	95.00	15.00
	4900055	Case, SS Shield 12 soft case w/ logo	200.00	-
	4900063	Case, SS Shield 15 soft case w/ logo	200.00	-
+	4000613	Opt Sh Lithium Power kit incl 1 battery, charger w/conn	750.00	-
+	4000639	Battery Pack, LFP 12.8V 10.2Ah needs 4000613 Sh Li Power Opt	275.00	-
+	4000524	Solar, pole, Shield 12&15, 20W w/18Ah bat, brkt, controller	595.00	50.00
+	4000600	Solar, pole, Shield 12&15, 40W w/18Ah bat, brkt, controller	745.00	60.00
+	4100077	Charger w/plug, Sealed Lead Acid 12VDC, 6A, auto charge reg	200.00	-
++	4000522	AC supply-Std, Sh12, Sh15, 5A 12 VDC, 120/220 VAC, 50/60 Hz	250.00	-
++	4000366	AC supply-Med, SS12, Sh12, Sh15 6A, 120 VAC, 50/60 Hz, NEMA 4	495.00	35.00

Base Model Speedsentry 12			Price	Shipping
	4000138	SPEEDsentry 12P polemount, no power	2,870.00	
	4000077	SPEEDsentry 12P polemount w/ 26Ah bat kit(pair bat&charger)	3,195.00	60.00
	4000082	SPEEDsentry 12PDS polemount, data, strobe: 26Ah batt kit	3,945.00	60.00
Monitors with Data, NO display				
	4000349	SS12 Monitor w/data, no digits SS12 end	2,929.00	60.00
	4000295	SS Tube Monitor w/ BT data small enc, no digits or power	Call	Call
Speedsentry 12 Options and Power Sources				
	4000510	Opt SS Data Kit	500.00	-
	4000517	Opt SS Strobe Kit	250.00	-
	4000388	Opt SS Bluetooth Management for new SS units w/data option	395.00	-
	4000250	PDA, w/ATS software suite, w/ bluetooth	425.00	10.00
	4000340	Opt SS SpeedALERT kit iA+SS w/ Bluetooth, software, mount	750.00	-
	4000514	Opt SS Relay Contact	250.00	-
	4000153	Opt SS bullet resistant 12 Level A ballistics (38spcl)	395.00	-

4000511	Opt SS, Sh metric - SS12,Sh12 or any size w/o hundreds digit	-	-
4000545	Opt SS YOUR SPEED wrap, SS12 24x30 full size sign MUTCD	95.00	10.00
4000081	Mount Kit, SS mounting bracket incl: bracket & hdwr for pole	135.00	15.00
4000098	Battery kit (2) 26Ah w/charger incl;battery cables (NC w/new)	325.00	-
4000100	Battery upgrade 50Ah bundles w/charger & cables, from 26Ah	200.00	-
4000099	Battery kit (2) 50Ah w/charger incl; battery cables	495.00	30.00
+ 4000604	Solar, pole, SS12, 40W w/26Ah bat, brkt, controller	745.00	60.00
++ 4000102	Solar, pole, SS12, 60W w/26Ah bat, brkt, controller	895.00	60.00
+ 4100077	Charger w/plug,SealedLead Acid 12VDC, 6A, auto charge reg	200.00	-
4000101	AC supply-Std, SS, 5A 12VDC 120/220 VAC, 50/60 Hz	250.00	-
++ 4000366	AC supply-Med, SS12, Sh12,Sh15 6A, 120 VAC, 50/60 Hz, NEMA 4	495.00	35.00

Base Models Shield 18 (Permanent Pole mount w/Solar or Ac, Trailer Mount)		Price	Shipping
Shield Base Display - Display only; NO BT Management, data, strobe, power or mounts			
+ 4000618	SPEEDsentry Shield 18T base NO BT Mgmt, Power or Mounts	4,130.00	80.00
Shield Display with Bluetooth Management; NO data, strobe, power or mounts			
+ 4000632	SPEEDsentry Shield 18T trailer BT Mgmt, NO Power or Mounts	4,525.00	80.00
Shield Display with Bluetooth Management, data, strobe; NO power or mounts			
+ 4000622	SPEEDsentry Shield 18TDS Data, Strobe, BT, NO Power or Mounts	5,275.00	80.00
Shield 18 Options and Power Sources			
4000519	Opt Sh Shield Data Kit	500.00	-
4000520	Opt Sh Shield Strobe Kit	250.00	-
4000250	PDA, w/ATS software suite, w/ bluetooth	425.00	10.00
4000562	Opt Sh SpeedALERT kit iA+Sh w/ Bluetooth, software, mount	750.00	-
4000536	Opt Sh Relay Contact	250.00	-
+ 4000633	Opt Sh bullet resistant 18 Level A ballistics (38spcl)	495.00	-
+ 4000535	Opt Sh metric for Shield 18,SZ inc'l hundreds digit	495.00	-
+ 4000550	Opt Sh YOUR SPD wrap Shield 18 48x60 full size sign MUTCD	245.00	-
+ 4000630	Mount Kit, Sh18 & SZ brackets incl: bracket & hdwr for pole	145.00	-
+ 4000623	Battery kit 26Ah, Primary w/ enclosure, for Shield 18	275.00	-
+ 4000624	Battery kit 26Ah, Secondary w/ enclosure, for Shield 18	275.00	-
+ 4000612	Solar, pole, Shield 18, 60W w/brkt,controller, need4000623	895.00	60.00
+ 4100077	Charger w/plug,SealedLead Acid 12VDC, 6A, auto charge reg	200.00	-
+ 4000625	AC supply-Med, Sh18, 6A, 120 VAC, 50/60 Hz, NEMA 4	500.00	-

WebEmpowered	Price	Shipping
4000294	Opt WE uplink module for SS	595.00 -
4000537	Opt WE uplink module for Sh internal to unit	Call -
4000369	Opt WE uplink module for SS Tube Monitor	Call -
4000551	Opt WE uplink module for SZ internal to unit	Call -
4000350	WebEmp Service cell; SS,Sh,SZ 1 yr/ ea; see volume prices	895.00 -
4000502	WebEmp Service cell; SS,Sh,SZ 3 yr/ ea; see volume prices	2,550.00 -
4000504	WebEmp Service cell; SS,Sh,SZ 5 yr/ ea; see volume prices	4,475.00 -
4000386	WebEmp Service no-cell; SS,Sh, SZ,1 yr/ ea; see volume prices	725.00 -

Mounting Options	Price	Shipping
4000164	Hitch mount, SS for 1.25" & 2" incl;24x30 speed sign & digits	440.00 35.00
4000263	Portable post, standard iA/SS	350.00 65.00
4000273	Portable post, large, iA/ss telescoping, spring loaded	375.00 85.00

Trailers and Options	Price	Shipping
+ 4000634	Trailer, ATS5-100 with 100Ah	3,495.00 Call
++ 4000173	Trailer ATS5-235 with 235Ah (old 4000173 - SS trailer)	3,695.00 Call
++ 4000261	Trailer ATS5-470 with 470Ah (old 4000261 - iA Sh trailer)	3,895.00 Call
4000120	Opt Trl Trailer wheel lock bar	125.00 15.00
+ 4000496	Opt Trl Speed Limit Sign Kit 30x36 Sign, digits, hware	195.00
4450171	Digit "7"; 30x36 Spd Lim Sign	20.00
4000122	Opt Trl tamper alarm trailer	250.00 -
4000111	Battery upgrade 2nd Pair 235Ah for ATS-5, with harness	495.00 -
4000585	Solar, ATS-5 Trailer, 20W incl: panel, bracket, harness	595.00 -
4000628	Solar, ATS-5 Trailer, 40W incl: panel, bracket, harness	745.00 -
4000275	Solar, ATS-5 Trailer, 60W incl: panel, bracket, black	895.00 -
4000278	Solar, ATS-5 Trailer, 120W incl: panel, bracket, black	1,200.00 -
4000527	Opt Sh trailer prep for Shield Sh15,Sh18(no chg w/orig order)	100.00 -

PremierCare Options (NOT eligible for Reseller Discount)	Price	
++ 4000459	PremierCare SPEEDsentry Annual (PDA not included in coverage)	400.00 -
++ 4000590	PremierCare SPEEDsentry 3 yr (PDA not included in coverage)	1,000.00 -
++ 4000461	PremierCare Speed-i Annual (PDA not included in coverage)	800.00 -
++ 4000591	PremierCare Speed-l 3 yr (PDA not included in coverage)	2,000.00 -
++ 4000465	PremierCare SpeedALERT SZ Ann (PDA not included in coverage)	800.00 -
++ 4000592	PremierCare SpeedALERT SZ 3 yr (PDA not included in coverage)	2,000.00 -

+ new item
++ modified item and/or price