

**TERM CONTRACT
Y13-1056-JS
FIRE APPARATUS**

This contract is made as of the 1st day of September, 2013 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Hall-Mark Fire Apparatus, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is 59-3179036.

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

This contract, these general and special terms and conditions, and the specifications/scope of services constitute the complete set of specifications and requirements. All work shall be performed in accordance with said specifications/scope of services.

2. SERVICES

The CONTRACTOR'S responsibility under this contract is to provide professional services in the area of the provision of Fire Apparatus, as more specifically set forth in the Scope of Work detailed in Attachment A.

The COUNTY'S representative/liaison during the performance of this contract shall be Battalion Chief Howard Goldberg, telephone number 407-836-8232.

3. PAYMENTS TO CONTRACTOR

A. The total amount to be paid by the COUNTY under this contract for services, shall not exceed twenty-eight million, two-hundred seventy-five thousand dollars (\$28,275,000). The CONTRACTOR will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Attachment B for services rendered toward the completion of the Scope of Work. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.

B. Invoices received from the CONTRACTOR pursuant to this contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the contract and then will be sent to the Finance Department for payment. Invoices must reference this contract number. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.

- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

2. **PRICE/DELIVERY**

Price(s) quoted must be for new merchandise unless otherwise specified. "Acceptance" as herein used means the acceptance by the COUNTY after the Manager, Purchasing and Contracts Division or his authorized agent, has by inspection or test of such items determined that they fully comply with specifications. Deliveries are to be made during the normal working hours of the COUNTY unless otherwise requested. Time is of the essence and the delivery date specified on the delivery order must be adhered to. Partial shipments will be acceptable unless otherwise stated.

3. **FEDERAL AND STATE TAX**

The COUNTY is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the COUNTY, nor shall the CONTRACTOR be authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The COUNTY has the following tax exemption certificates assigned.

- A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
- B. Florida Sales and Use Tax Exemption Certificate No. 58-12-090729-53C.

4. **CONFLICT OF INTEREST**

This contract is subject to provisions of applicable State Statutes and County Ordinances. The CONTRACTOR must disclose the name of any officer, director, or agent who is also an employee of the COUNTY. Further, the CONTRACTOR must disclose the name of any COUNTY employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the CONTRACTOR'S firm or any of its branches.

Should the CONTRACTOR permanently or temporarily hire any COUNTY employee who is, or has been, directly involved with the CONTRACTOR prior to or during performance of the contract, the contract shall be subject to immediate termination by the COUNTY.

5. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the CONTRACTOR shall in no way be a cause for relief from responsibility. The CONTRACTOR is prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

6. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the CONTRACTOR and the COUNTY for any terms and conditions not specifically stated in this contract.

7. AVAILABILITY OF FUNDS

The obligations of the COUNTY under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

8. COPIES

Copies of documents, records, materials, and/or reproductions upon request will be charged in accordance with the COUNTY'S fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

9. PATENTS AND ROYALTIES

Unless otherwise provided, the CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of the contract.

The CONTRACTOR, without exception, shall indemnify and save harmless the COUNTY and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the CONTRACTOR. In the event of any claim against the COUNTY of copyright or patent infringement, the COUNTY shall promptly provide written notification to the CONTRACTOR.

If such a claim is made, the CONTRACTOR shall use its best efforts to promptly purchase for the COUNTY any infringing products or services or procure a license, at no cost to the COUNTY, which will allow continued use of the service or product. If none of the alternatives are reasonably available, the COUNTY agrees to return the article on request to the CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

10. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

The provisions of Florida Statute 768.28 applicable to the COUNTY apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the COUNTY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the COUNTY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.

The COUNTY shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the vendor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

11. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The CONTRACTOR certifies that in connection with this procurement, all prices have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any competitor.

12. SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

13. CONTRACT CLAIMS

“Claim” as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County, relating to a particular contract shall be submitted to the Purchasing and Contracts Manager in writing clearly labeled “Contract Claim” requesting a final decision.

The Contractor also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.”

Failure to document a claim in this manner shall render the claim null and void. No claim shall be accepted after final payment of the contract.

The decision of the Purchasing and Contracts Manager shall be issued in writing and shall be furnished to the Contractor. The decision shall state the reasons for the decision reached. The Purchasing and Contracts Division Manager shall render the final decision within sixty (60) days after receipt of Contractor’s written request for a final decision. The Purchasing and Contracts Division Manager’s decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Purchasing and Contracts Division Manager.

14. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Contractors and their personnel during contract performance on County owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

15. LICENSES AND PERMITS

Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Purchasing and Contracts Division Manager or authorized designee.

SPECIAL TERMS AND CONDITIONS

1. F.O.B. POINT

The F.O.B. shall be 4400 Vineland Rd., Orlando, Florida 32811. The prices quoted for each purchase shall include all costs of packaging, transporting, delivery and unloading to the stated point within Orange County.

2. DELIVERY

Delivery time is of the essence in this contract. Delivery shall be no later than the delivery times as stated below. Failure of the CONTRACTOR to meet this delivery requirement may result in default. It is hereby understood and mutually agreed to by and between the parties hereto that the time of delivery is an essential condition of this contract.

- Commercial Chassis Pumpers and Tankers, **150 days** after receipt of chassis.
- Custom Chassis Pumpers and Tankers, **270 days** after receipt of delivery order.
- Mini Pumpers, **150 days** after receipt of chassis.
- Woods Fire Fighting Apparatus, **150 days** after receipt of chassis.
- Commercial Chassis Rescues, **150 days** after receipt of chassis.
- Custom Chassis Rescue, **330 days** after receipt of delivery order.
- Aerial Ladders and Platforms, **270 days** after receipt of delivery order.
- Specialty Units, **360 days** after receipt of delivery order.
- Tradition Series, **270 days** after receipt of delivery order.

On an annual basis, apparatus delivery terms may be reviewed and adjusted as mutually agreed upon by the CONTRACTOR and the COUNTY.

3. LIQUIDATED DAMAGES

Should the CONTRACTOR fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by the COUNTY, the COUNTY will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the CONTRACTOR shall pay to the COUNTY, as liquidated damages, the sum of \$200.00 for each calendar day of delay that actual completion extends beyond the time limit as specified in the delivery order until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the COUNTY will sustain per diem by failure of the CONTRACTOR to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the CONTRACTOR.

4. TERMINATION

A. Termination for Default:

The COUNTY, by written notice to the CONTRACTOR, may terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONTRACTOR fails to:

1. provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards.
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract.
4. perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the COUNTY'S Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR'S default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONTRACTOR will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the vendor shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
- C. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
- D. Continue and complete all parts of that work that have not been terminated.

If the CONTRACTOR'S failure to perform the contract arises from causes beyond the control and without the fault or negligence of the CONTRACTOR, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience:

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the COUNTY'S interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY'S Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective.

However, at the COUNTY'S sole option, a termination for convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

5. AS SPECIFIED

All product delivered must meet the specifications herein. Product delivered not as specified will be returned at no expense by the COUNTY. The COUNTY may return, for full credit any unused product received which fail to meet the COUNTY'S performance standards. Replacement product meeting specifications must be submitted within a reasonable time after rejection of the non-conforming product.

6. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

CONTRACTOR certifies that all material, equipment, etc., contained in this contract meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

7. SAFETY REGULATIONS

Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.

8. PAYMENT

Partial billing will be accepted only for items received within the specified delivery period. Payments for items delivered after this specified delivery period will be made after the entire order is completed and accepted by the COUNTY. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act.

Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate, to:

Fire Rescue Department
Financial Services Division
P.O. Box 5879
Winter Park, FL 32793-5879
Phone: (407) 836-9871

9. EQUIPMENT/SERVICE

- A. The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the CONTRACTOR from furnishing a complete unit.
- B. All equipment must be new or current model in production and carry standard warranties. The CONTRACTOR must service all equipment prior to delivery.
- C. The CONTRACTOR must be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being bid. Dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the general public in the usual course of business.
- D. The CONTRACTOR must maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay. Failure to meet and maintain these requirements, in the COUNTY'S sole opinion, may be cause for contract termination.

10. WARRANTY

The CONTRACTOR shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship as stated and specified herein immediately upon written notice from the COUNTY'S authorized representative. The CONTRACTOR shall be responsible for either repairing the equipment on site or transporting the equipment to their repair facility at no cost to the COUNTY. All warranty provisions of the Uniform Commercial Code shall additionally apply.

Standard Warranty: The fire apparatus manufacturer shall provide a full two (2) year standard warranty for the complete apparatus. All components manufactured by the apparatus manufacturer shall be covered against defects in materials and workmanship for a two (2) year period from time of delivery and acceptance. All components covered by separate manufacturer/suppliers including, but not limited to engines (minimum five (5) year, 100,000 miles), transmissions (minimum five (5) year, unlimited miles), axles and brakes (minimum one (1) year), tires and batteries shall maintain the warranty as provided by the component manufacturer/supplier. A copy of the standard warranty and all component parts warranties shall be provided upon delivery of the fire apparatus.

Frame Warranty: The fire apparatus manufacturer shall provide a full lifetime frame warranty. The warranty shall cover all apparatus manufacturer designed frames and frame members against defects in materials and workmanship for the lifetime of the fire apparatus. All warranty repairs are to include all parts and labor required to make the repair including pickup and return of the fire apparatus. A copy of the warranty document shall be provided upon delivery of the fire apparatus.

Structural Warranty: The fire apparatus manufacturer shall provide a comprehensive ten (10) year/100,000 mile structural warranty. The warranty shall cover all structural components of the cab and body manufactured by the fire apparatus manufacturer against defects in materials and workmanship for ten (10) years or 100,000 miles, whichever occurs first. Excluded from this warranty are all hardware, mechanical items, electrical items and paint finishes. A copy of the warranty document shall be provided upon delivery of the fire apparatus.

Polypropylene Tank Warranty: The fire apparatus manufacturer shall provide a full lifetime polypropylene tank warranty. The warranty shall cover all defects in materials and workmanship of the polypropylene tank for the lifetime of the fire apparatus. All warranty repairs are to include all parts and labor required to make the repair including pickup and return of the fire apparatus. A copy of the warranty document shall be provided upon delivery of the fire apparatus.

Stainless Steel Plumbing Components Warranty: The fire apparatus manufacturer shall provide a full ten (10) year stainless steel plumbing components warranty. The warranty shall cover all defects in materials and workmanship of fire apparatus manufacturer designed foam/water plumbing system stainless steel components for ten (10) years. All warranty repairs are to include all parts and labor required to make the repair including pickup and return of the fire apparatus. A copy of the warranty document shall be provided upon delivery of the fire apparatus.

Paint and Corrosion Warranty: The apparatus manufacturer shall provide a full ten (10) year paint and lifetime corrosion perforation warranty. This warranty shall cover paint peeling, cracking, blistering, and corrosion provided the vehicle is used in a normal and reasonable manner.

Paint shall be covered 100% for ten (10) years and corrosion perforation shall be covered 100% for the life of the vehicle. Corrosion perforation is defined as complete penetration through the exterior metal of the apparatus. The warranty period shall begin upon delivery of the apparatus to the original user-purchaser. A copy of the warranty document shall be provided with the proposal.

11. MANUALS

The following manuals, in electronic format (stored on its own CD ROM) and in the quantities indicated, shall be delivered with each piece of equipment. The cost of these manuals shall be included in the unit price.

Operation Manual	2 copies
Parts Manual	2 copies
Repair Manual	2 copies

In addition to the above, the equipment shall be delivered with the following documents as applicable:

1. Statement of Origin
2. Warranty certifications
3. Copy of pre-delivery service report
4. DHSMV-V-40, Application for Certification of Title/Registration
5. Check for Title - payable to the current Orange County Tax Collector
6. Temporary tag
7. Sales Tax Exemption form (if required).

12. PROTECTION OF PROPERTY/SECURITY

The CONTRACTOR shall take all necessary precautions to protect buildings and personnel when working on COUNTY property. All work shall be completed in every respect and accomplished in a professional manner and the CONTRACTOR shall provide for removal of all debris from COUNTY property.

The CONTRACTOR shall at all times guard against damage or loss to property of the COUNTY, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage. The COUNTY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss of damage to property through negligence of the CONTRACTOR or his agent.

The CONTRACTOR shall at all times guard against injury to COUNTY employees. The CONTRACTOR must, at all times, comply with State of Florida and OSHA safety regulations.

13. INSURANCE REQUIREMENTS:

Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

The Contractor shall require and ensure that each of its sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

1. Workers' Compensation - The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the COUNTY. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).
2. Commercial General Liability - The Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 (one million dollars) per occurrence. Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
3. Business Automobile Liability - The Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Contractor does not own automobiles the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

4. Garagekeeper's Legal Liability - The CONTRACTOR shall maintain Garagekeeper's Legal Liability at a limit not less than \$500,000.00 per occurrence against Comprehensive and Collision/Upset causes of loss. When a per vehicle sublimit applies, the minimum sublimit shall not be less than \$50,000.00 per vehicle.

Any per vehicle or per occurrence deductible shall be the CONTRACTOR'S responsibility. An "on-hook" coverage, or similar endorsement, shall be included in the event any COUNTY vehicles are towed, on behalf of the COUNTY, by the CONTRACTOR.

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

By entering into this contract Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Contractor agrees to endorse the COUNTY as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

Any request for an exception to these insurance requirements must be submitted in writing to the COUNTY for approval.

Prior to execution and commencement of any operations/services provided under this contract the Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Contractor shall also provide a blanket or specific Additional Insured Endorsement and all Waiver of Subrogation or Waiver of Transfer of Rights of Recovery endorsements for each policy as required above.

All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners and shall reference the policy number(s) to which these endorsements apply.

For continuing service contracts renewal certificates shall be submitted upon request by either the COUNTY or its certificate management representative within fifteen (15) days of said request. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

Certificates shall specifically reference the respective contract number. The certificate holder shall read:

Orange County Board of County Commissioners
c/o Purchasing and Contracts Division
400 E. South Street
Orlando, Florida 32801

14. CONTRACT TERM/RENEWAL

- A. The contract shall commence effective upon execution by both parties and extend for a period of sixty (60) months. The contract may be renewed for two (2) additional twelve (12) month periods, upon mutual agreement of both parties.

If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiating COUNTY department(s) shall issue delivery (purchase) orders against the term contract on an "as needed" basis.
- C. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR'S and the COUNTY'S rights and obligations with respect to that order to the extent as if the order were completed during the contract's performance period.

15. MANUFACTURER'S LIST PRICE

- A. The contract shall be in the form of one fixed (across the board) discount off current Manufacturer's List Price only.
- B. The CONTRACTOR shall furnish Purchasing and Contracts Division and each requesting division, immediately upon award, current Manufacturer's List Price, properly identified as to price and column designation for each category and clearly reflecting each respective awarded discount in one of the following methods:
 - 1. Electronic email (List shall be in Word or Excel for Windows file)
 - 2. Internet link
 - 3. Windows 2000 compatible disk (List shall be in Word or Excel for Windows file)
- B. Price Adjustment – Discount off Manufacturer's List Price shall remain the same throughout the life of the contract. Changes to manufacturer's price lists may be submitted to the Purchasing and Contracts Division for consideration. Upon receipt of written acceptance from the County, awarded vendor(s) shall furnish new Manufacturer's List Price to all using divisions.

16. LABOR FOR NON-WARRANTY WORK

The CONTRACT establishes an hourly labor rate for non-warranty work at the factory and on-site in Orange County when such work is required and ordered by the COUNTY. The labor rate for non-warranty work accomplished in Orange County shall be inclusive of all expenses including, but not limited to fuel, travel to and from the job site and per diem.

17. DISCOUNTS/REBATES/INCENTIVES

The CONTRACTOR shall offer any discounts, rebates and incentives as they become available, appropriate and beneficial to the COUNTY.

18. MOST FAVORABLE CUSTOMER PRICING

If during the term of the contract, the CONTRACTOR offers a more favorable pricing structure to another customer, the CONTRACTOR shall also make available to the COUNTY that more favorable pricing structure for an equal period of time as the more favorable pricing structure is offered and available to the other customer.

19. PRICING/AUDIT

The CONTRACTOR shall maintain adequate records to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in performing the work for at least three (3) years after completion of this contract. The COUNTY shall have access to such books, records, subcontract, financial operations, and documents of the CONTRACTOR or its subcontractors as required to comply with this section for the purpose of inspection or audit during normal business hours at the CONTRACTOR'S place of business.

20. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

At the option of the CONTRACTOR, the use of this contract may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the CONTRACTOR to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

21. TRADE-INS

When trade-in units are offered, the COUNTY reserves the right to purchase with or without trade-in units, whichever will serve the best interest of the County. It is the CONTRACTOR'S sole responsibility to inspect the equipment offered for trade-in. Trade-in equipment carries no warranties and is traded "as is", "where is".

22. RECORDS MANAGEMENT

The CONTRACTOR shall be responsible for preparing and maintaining a record file of parts and assemblies used to manufacture each apparatus. These records shall be maintained in the factory of the CONTRACTOR for a minimum of twenty (20) years. Files will contain copies of any and all reported deficiencies, all replacement parts required to maintain the apparatus and original purchase documents including, but not limited to, specifications, contract, invoices, incomplete chassis certificates, quality control reports, final delivery acceptance, etc. The COUNTY shall have access to all documents in the record file upon request.

23. PRE-CONSTRUCTION CONFERENCE AND INSPECTIONS VISITS

- A. A pre-construction conference shall be coordinated between the COUNTY and the CONTRACTOR to review each apparatus order prior to apparatus construction. The pre-construction conference shall include, but not be limited to, review of specifications and drawings with the CONTRACTOR'S engineering staff to ensure a complete understanding of all apparatus requirements.
- B. A mid-point inspection meeting shall be coordinated between the COUNTY and the CONTRACTOR prior to "body load". The mid-point inspection shall include, but not be limited to, inspection of the chassis, body, wiring, etc. to ensure compliance with specifications.
- C. A final inspection shall be coordinated between the COUNTY and the CONTRACTOR prior to apparatus delivery. The final inspection shall take place when the apparatus construction is complete and shall include, but not be limited to, a full and thorough performance test and evaluation of the apparatus and all integrated systems and verification that all specifications have been met. The CONTRACTOR shall provide any and all information necessary to facilitate the final inspection including any third party certifications.

Should the apparatus be found not ready for delivery, the CONTRACTOR shall bear any and all expenses for any additional inspection visits by the COUNTY to the CONTRACTOR'S facility.

SPECIFICATIONS/SCOPE OF SERVICES

APPARATUS

All apparatus provided by the CONTRACTOR shall meet the minimum requirements of the National Fire Protection Association (NFPA) as stated in the current pamphlet 1901 for Pumper, Aerial, Tanker and specialty fire apparatus and of the National Fire Protection Association (NFPA) as stated in the current Pamphlet 1906 for Woods Fire Apparatus.

FACTORY TRAINING

The CONTRACTOR shall administer one hundred-sixty (160) hours of factory training per year, for each year of the contract, for troubleshooting, servicing and maintaining COUNTY equipment purchased under this contract for all COUNTY Fire Apparatus Technicians. Said training shall be conducted at a COUNTY facility at no additional cost to the COUNTY for the duration of this contract. The dates, times and duration of training shall be mutually agreed upon by the CONTRACTOR and the COUNTY. All training materials including, but not limited to technical publications, training aids, handouts, study materials, etc. shall be provided by the CONTRACTOR at no additional cost to the COUNTY.

FACTORY AUTHORIZED SERVICE CENTER

The CONTRACTOR shall certify the Orange County Fire Rescue Fleet Maintenance Facility as an authorized service center capable of back charging the CONTRACTOR for warranty work at the hourly labor rate specified in the contract.

RESPONSE TIMES

The CONTRACTOR shall adhere to a response time of not greater than four (4) hours to any apparatus out of service covered under warranty in the COUNTY seven (7) days a week. The CONTRACTOR shall adhere to a response time of not greater than twenty-four (24) hours to any apparatus not out of service covered under warranty in the COUNTY Monday through Friday.

PARTS

The CONTRACTOR shall maintain an inventory of high use parts to ensure parts availability. The CONTRACTOR shall provide a parts list with pricing and the percentage discount off of the list price for all parts. The CONTRACTOR shall provide an Internet based parts information system and make it available for use by employees of the Orange County Fire Rescue Department to assist in the ordering of parts.

REFURBISHMENT

Refurbishment of COUNTY owned E-One fire apparatus shall be accomplished by mutual agreement as to the extent of the refurbishment needed for each individual piece of fire apparatus.

Refurbishment shall be accomplished pursuant to NFPA 1912 standards for Fire Apparatus Refurbishing, most current edition. All work and materials shall match as closely as possible the original equipment installed on the vehicle when it was manufactured. As specified by the COUNTY, materials shall be upgraded as applicable to bring the fire apparatus into compliance with the most current safety and performance standards

All refurbishment work shall be covered by a one (1) year standard warranty for the complete refurbishment. A copy of the standard warranty and all component parts warranties shall be provided upon delivery of the refurbished fire apparatus.

Paint and corrosion warranty for refurbished fire apparatus shall be as follows:

Ten (10) year limited paint and corrosion perforation warranty. This warranty shall cover paint peeling, cracking, blistering, and corrosion provided the vehicle is used in a normal and reasonable manner.

The paint shall be prorated for ten (10) years as follows:

Topcoat & Appearance:
Gloss, Color Retention, Cracking

0 to 72 months	100%
73 to 120 months	50%

Coating System, Adhesion & Corrosion:
Includes Dissimilar metal corrosion, Flaking, Blistering, Bubbling

0 to 36 months	100%
37 to 84 months	50%
85 to 120 months	25%

Corrosion perforation shall be covered 100% for ten (10) years. Corrosion perforation is defined as complete penetration through the exterior metal of the apparatus. The warranty period shall begin upon delivery of the apparatus to the original user-purchaser. A copy of the warranty document shall be provided with the proposal. UV paint fade shall be covered in a separate warranty supplied by Akzo Nobel (Sikkens) and shall be for a minimum of ten (10) years.

Refurbishment costs shall be in accordance with the appropriate contract pricing as it relates to particular apparatus configurations and shall be detailed by specific costs for equipment, parts and labor.


COST PROPOSAL FORM

The CONTRACTOR shall provide all labor, equipment, manpower and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the scope of services, scope of work or specifications defined in this contract for the amounts specified in this Cost Proposal Form.

<u>Item#</u> <u>Description</u>	<u>Unit Price % Discount (-) or Markup (+) from Dealer Net</u>
1. Fire Apparatus as specified:	
Commercial Chassis Pumpers and Tankers	<u>Dealer Net plus (+) 3%</u>
Custom Chassis Pumpers and Tankers	<u>Dealer Net minus (-) 9%</u>
Mini Pumpers	<u>Dealer Net plus (+) 6%</u>
Woods Fire Fighting Apparatus	<u>Dealer Net plus (+) 6%</u>
Commercial Chassis Rescues	<u>Dealer Net plus (+) 3%</u>
Custom Chassis Rescue	<u>Dealer Net minus (-) 9%</u>
Aerial Ladders and Platforms	<u>Dealer Net minus (-) 9%</u>
Specialty Units	<u>Dealer Net plus (+) 10%*</u>
Tradition Series	<u>Dealer Net plus (+) 6%</u>
2. Refurbishment of Fire Apparatus, as specified	<u>Dealer Net</u>
3. Equipment/Accessories, FOB Destination	<u>Cost plus (+) 14%</u>
4. Parts, FOB Destination	<u>Cost plus (+) 20%</u>
5. Reimbursement for Warranty Work, per hour	<u>\$ 55.00</u>
6. Hourly Rate for Non-Warranty Labor, Factory location, as specified	<u>\$ 75.00</u>
7. Hourly Rate for Non-Warranty Labor, Orange County location, as specified	<u>\$ 95.00</u>

*Negotiable based upon type of unit.

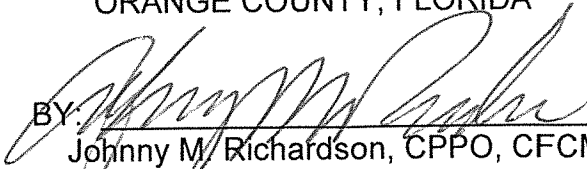
HALL-MARK FIRE APPARATUS, INC.

BY: 
WILLIAM D. ALON

TITLE: V.P./GENERAL MANAGER

DATE: 8/30/13

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

BY: 
Johnny M. Richardson, CPPO, CFCM
Manager
Purchasing and Contracts Division

DATE: 9-7-13