

Contract No. CM1381
Bid/Proposal No.: N/A

**AGREEMENT FOR FIRE APPARATUS
AND SPECIAL APPLICATION VEHICLE**

(Piggyback Agreement pursuant to the Nassau County Purchasing Policy)

THIS AGREEMENT entered into this 22nd day of December, 2008 by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as "County") and **HALL-MARK FIRE APPARATUS, INC.**, 3431 NW 27th Avenue, Ocala, Florida 34475, (hereinafter referred to as "Vendor").

WHEREAS, the County needs to purchase/contract for Fire Apparatus, Equipment, and Parts for the Fire Rescue; and

WHEREAS, the County has learned on October 4, 2005, the City of Tallahassee, a political subdivision of the State of Florida, received sealed competitive bids for Fire Apparatus and Special Application Vehicle, RFP No. 0152-05-VA-TC; and

WHEREAS, the City of Tallahassee and Vendor entered into an agreement dated June 29, 2006 for Fire Apparatus and Special Application Vehicle, contract number 1274 (hereinafter referred to as "piggyback contract"); and

WHEREAS, the Nassau County Purchasing Policy allows piggybacking off of another county or municipal governmental entity for the same commodity or service; and

WHEREAS, the vendor has issued a statement of willingness to honor for Nassau County the same prices under the same terms and conditions as indicated in the resultant contract, purchasing agreement, purchase order, etc.; and

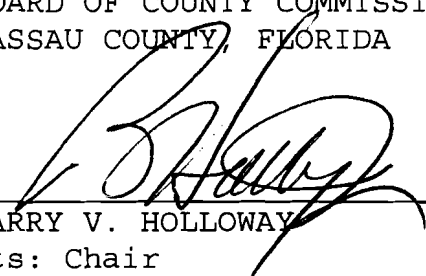
WHEREAS, the County through due diligence has reviewed for piggybacking the following: a review of the competitive bidding or proposal process used by City of Tallahassee to ensure that it is, at the least, similar to that required by the County's purchasing policy; the invitation to bid or RFP; the number of responses submitted; the selected vendor's response; the resultant contract, purchasing agreement, purchase order, etc., as the county's purchase must be pursuant to identical terms; and

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Vendor shall honor for Nassau County the same prices under the same terms and conditions as indicated in the Contract, No. 1274, attached hereto as Attachment "A" and incorporated by reference as if fully set forth herein.
2. Notwithstanding any other provision of the piggyback contract to the contrary:

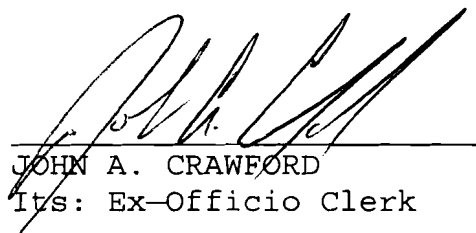
a. The term of this agreement shall be from the date first written and shall terminate June 14, 2011, unless earlier terminated in accordance with the terms of the Piggyback Contract. Such term may be extended for an additional five (5) year period, subject to mutual agreement of the parties.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



BARRY V. HOLLOWAY
Its: Chair

ATTEST TO CHAIR'S SIGNATURE



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney:



DAVID A. HALLMAN

HALL-MARK FIRE APPARATUS, INC.



By: William D. Alm
Its: V.P. / GENERAL MANAGER

STATE OF Florida
COUNTY OF marion

Before me personally appeared,
William D. Alm, who is personally known or
produced _____ as identification, known
to be the person described in and who executed the foregoing
instrument, and acknowledged to and before me that he/she
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 12 day of
January, 2009.

Chance M. Seiler
Notary Signature

Notary-Public-State of Florida at large
My Commission expires:

CHANCE M. SEILER
Notary Public, State of Florida
My comm. exp. Jan. 23, 2011
Comm. No. DD 632274

Attachment "A"

City of Tallahassee Contract
No. 1274

CONTRACT

No. 1274

THIS CONTRACT is executed this 29th day of June 2006, by and between the CITY OF TALLAHASSEE, a Florida municipal corporation, hereinafter called the "City", and HALL-MARK FIRE APPARATUS, INC., hereinafter called the "Contractor",

WITNESSETH:

WHEREAS, the City issued RFP No. 0152-05-VA-TC ("RFP") seeking proposals for furnishing of various fire apparatus and special application firefighting vehicles; and,

WHEREAS, the Contractor submitted a certain proposal dated October 4, 2005 ("Proposal") in response to that RFP; and,

WHEREAS, the City and the Contractor desire to enter into a contract for the purchase of various fire apparatus and special application firefighting vehicles, as more particularly set forth in this Contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants, obligations, and terms hereinafter set forth, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

SECTION 1.0 PURCHASE OF APPARATUS, EQUIPMENT, AND PARTS.

1.1 Apparatus. Contractor shall provide various fire apparatus and special application firefighting vehicles ("Apparatus") as may be ordered from time to time by the City, which Apparatus may include the following:

- Engine/Pumpers
- Aerial Platforms
- Aerial Ladders
- Air/Light
- Light Rescue
- Medium Rescue
- Heavy Rescue
- Mini Pumper
- Brush/Wildland
- Haz-Mat
- Incident Command

All Apparatus shall be designed, constructed, and equipped in accordance with the specifications set forth under Tab 2 of the Proposal and applicable Change Orders executed by the parties. Fire apparatus cabs must be certified through a third-party crash test program, and all aerial devices must be certified aerial

engineering. All Apparatus shall conform and comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations.

1.1.1 The Contractor and the City Fleet Management Division shall schedule the following three meetings with respect to each order received from the City:

- (i) A pre-production meeting to completely review the specifications and the drawings prior to commencing assembly or production of Apparatus.
- (ii) A mid-production meeting, at the 45-55% completion stage, to inspect and verify integral specification compliance for wiring, integral component system installation, etc. prior to progressing to final completion.
- (iii) A final review meeting and inspection, when the Apparatus is considered by the Contractor to be complete and ready for delivery, to generally inspect the Apparatus for conformity with specifications, drawings, and any Change Orders. In addition to a complete inspection, City representatives will conduct a full performance test of the Apparatus and all integral systems. The Contractor shall provide all technical information and representative(s) reasonably required to assist the City in these inspections and shall make available to the City all reasonably required third-party certifications.

The Contractor shall pay all costs for, or at the option of the City shall arrange and pay for, transportation, lodging and meals for up to (3) City representatives of Tallahassee to travel to the manufacturing facilities at which the Apparatus is being constructed and to attend these meetings. The Contractor shall coordinate arrangements with the City Fleet Management Division at least three weeks prior to the scheduled meeting.

1.1.2 The City or the Contractor, at any time, may request changes in the specifications or requirements related to a particular Apparatus. No changes shall become effective until reduced to writing and signed by duly authorized representatives of each party. All such Change Orders shall include, as a minimum, the following information:

- (i) The specific changes to be made (i.e., chassis, chassis components, equipment, equipment components, etc.).
- (ii) Changes, if any, in the time for delivery of the Apparatus.
- (iii) Changes in the Apparatus price.

1.2 Equipment. The Contractor shall provide such firefighting equipment and tools as may be ordered from time to time by the City.

1.3 Parts.

1.3.1 The Contractor shall provide such parts for Apparatus purchased by the City as may be ordered from time to time by the City. The Contractor shall provide on-line parts ordering capability for the City and, upon request, will provide original manufacturer part numbers. All parts ordered by the City shall be delivered F.O.B to the City Fleet Management Division within 24 hours from placement of the order. In the event the City requests overnight shipping, the part shall be shipped accordingly at the expense of the City. Delays in shipment beyond the reasonable control of the Contractor shall be subject to Section 10.10; provided, however, the Contractor, in such event, shall promptly provide Notice to the City regarding the details of any such delay so the City can make a final determination regarding responsibility.

1.3.2 The Contractor shall maintain, at City Fleet Management Division facilities, an inventory of certain high volume of use and long lead-time parts for Apparatus purchased by the City ("Consignment Parts"). Consignment Parts shall remain the property of the Contractor until use by the City; however, the City, unless otherwise provided herein, shall bear the risk of loss of all Consignment Parts while in the custody of the City. The City, based on information provided by the Contractor, shall be responsible for monitoring the shelf-life and condition of all Consignment Parts. The Contractor, at its cost, shall ensure that Consignment Parts that are used, otherwise withdrawn from stock, are determined to be obsolete, or are identified as being out of date or in an unusable condition are promptly replaced in inventory. This inventory of Consignment Parts will be audited annually for reconciliation purposes. The City agrees to allow the Contractor to use the Consignment Parts for other customer applications, so long as such parts are promptly replaced by the Contractor. The volume of these transactions should not cost the City of Tallahassee additional inventory maintenance expenditures.

SECTION 2.0 TERM.

The Term of this Contract shall be a period of five (5) years, commencing on June 15, 2006, unless earlier terminated in accordance with the terms of this Contract. Such term may be extended for an additional five (5) year period, subject to mutual agreement of the parties.

SECTION 4.0 CONTRACT PRICING AND PAYMENT.

4.1 Apparatus.

4.1.1 During the Term, the City shall pay the Contractor for Apparatus ordered by the City based upon the Contractor's current pricing at the time a particular order is placed, provided, however, that such price shall not

exceed the following: (i) for the initial order of a particular type of Apparatus, the price set forth in the Proposal adjusted by the percentage increase in the Producer Price Index, Transportation equipment manufacturing, published by the U.S. Department of Labor, Bureau of Labor Statistics, from the date of the Proposal to the latest value for such index available on the date of the particular order, or (ii) for subsequent orders of a particular type of Apparatus, the price last paid for such Apparatus adjusted by the percentage increase in the Producer Price Index, Transportation equipment manufacturing, published by the U.S. Department of Labor, Bureau of Labor Statistics, from the date of the last order for such Apparatus to the latest value for such index available on the date of the current order.

4.1.2 Apparatus prices offered to the City during the term of this Contract shall be equal to or less than the lowest price offered by the Contractor to any other customer. The City shall have the right to annually review and audit all Contractor contracts and sales records to verify that the Contractor is in compliance with this most favored pricing requirement. If the Contractor is found not to be in compliance, the City will notify the Contractor, in writing, of such fact, and the Contractor, within 30 days of its receipt of such notice, shall pay to the City the applicable price differential for all affected Apparatus purchased by the City, plus interest thereon at the rate of six percent (6%), for the period from the date of final acceptance of the affected Apparatus through the date of such notice from the City.

4.2 Parts and Equipment. The Contractor will sell parts to the City at its cost plus 20% and will sell loose firefighting equipment to the City at its cost plus 12%. The City shall have the right to annually review and audit all Contractor records to verify that the Contractor is in compliance with this pricing requirement. If the Contractor is found not to be in compliance, the City will notify the Contractor, in writing, of such fact, and the Contractor, within 30 days of its receipt of such notice, shall pay to the City the applicable price differential for all affected parts and equipment purchased by the City, plus interest thereon at the rate of six percent (6%), for the period from the date of delivery of the affected parts or equipment through the date of such notice from the City.

4.3 Payment.

4.3.1 All Apparatus, parts, and equipment prices shall be F.O.B. City of Tallahassee Fleet Division, 400 Dupree Street, Tallahassee, Florida.

4.3.2 All proper invoices shall be paid by the City in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

4.3.3 In addition to other remedies available under this Contract, the City shall have the right to deduct, offset against, or withhold from sums or payments otherwise due the Contractor any sums or amounts which the

Contractor may owe to the City pursuant to provisions of this Contract, as a result of breach or termination of this Contract, or otherwise.

SECTION 5.0 DELIVERY AND ACCEPTANCE

- 5.1 The Contractor shall deliver Apparatus to the City within the times or pursuant to the schedule set forth in the Proposal (Tab 3) or this Contract. The Contractor and the City agree that timely delivery by the Contractor is of the essence of this Contract, that City will suffer damages in the event the Contractor fails to so perform, and that such damages may be difficult to precisely calculate or prove. As a result, the Contractor shall pay to the City, as liquidated damages and not as a penalty, the amount of \$100 per day, or portion thereof, for each day of delay in delivery of particular Apparatus ordered by the City. Such liquidated damages shall be paid in addition to any other recourse that may be available to City in the event of such a breach.
- 5.2 The Contractor shall fully assemble, service, and adjust all Apparatus and associated equipment prior to delivery and shall demonstrate, to the satisfaction of the City, that each delivered Apparatus is in perfect mechanical condition.
- 5.3 Delivery of Apparatus and equipment to the Purchaser does not constitute acceptance for the purpose of payment or warranty start time. The City shall inspect and test each delivered Apparatus to determine whether it meets all specifications and requirements set forth in this Contract and in the. Within ten (10) days following delivery, the City shall notify the Contractor, in writing, of either its final acceptance of the Apparatus or the failure of the Apparatus to meet certain specifications and requirements. In the latter case, the Contractor, within ten (10) days following its receipt of written notice from the City, shall deliver to the City a detailed proposal and schedule for corrective action. If the proposed corrective action is not acceptable to the City, the Contractor will be given a written notice to proceed, and a new inspection, testing, and notice process shall commence upon completion of corrective action. If the proposed corrective action or schedule is not acceptable, or if approved corrective action is not timely completed, the City may refuse the Apparatus and/or equipment. The Apparatus or equipment shall remain the property and the responsibility of the Contractor, and the Contractor shall bear all risk of loss with respect thereto, until final acceptance by the City.
- 5.4 With each Apparatus, the Contractor shall deliver to the City, in an electronic format acceptable to the City, the following:
- (i) three (3) copies of the technical and service manuals for the cab and chassis (if a commercial chassis);
 - (ii) three (3) copies of the technical and service manuals for the vehicle body (both commercial and custom);
 - (iii) three (3) copies of the operator's manual (both commercial and custom);

- (iv) a copy of the manufacturer's preventive maintenance schedule;
- (v) a copy of the manufacturer's Shop Order Truck List; and,
- (vi) the manufacturer's statement of origin, title application, and all warranty documents.

5.5 All Apparatus delivered to the City shall be owned by the Contractor and shall be delivered free and clear of all liens and security interests of any kind.

SECTION 6.0 INDEMNIFICATION.

- 6.1 The Contractor shall indemnify and save harmless the City, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever, including reasonable attorney's fees and costs of litigation, to the extent arising out of or caused by any act or omission of the Contractor, its subcontractors, or their respective employees, officers, directors, or agents, in the performance under this Contract. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.
- 6.2 The Contractor shall, at its sole expense, defend any claim, suit or proceeding brought against the City, its official or employees, to the extent such claim, suit or proceeding is based on a claim that any Apparatus, parts, or equipment furnished under this Contract (collectively, "Infringing Work") constitutes infringement of any registered patent of the United States of America or county of manufacture, provided that City shall give the Contractor prompt written notice of any such claim, suit or proceeding and shall give the Contractor authority, information and assistance in a timely manner for the defense of the same. The Contractor shall indemnify and hold the City, its officials or employees, harmless from and against all costs and damages awarded, and all attorney's fees incurred or awarded, in any suit or proceeding so defended. The Contractor will not be responsible for any settlement or proceeding made without its prior written approval. In case said Infringing Work is held to constitute an infringement and the use of said Infringing Work is enjoined, the Contractor shall, at its own expense and at its option, either (a) procure for City the right to continue using said Infringing Work, (b) replace said Infringing Work with substantially equivalent, equally functional, non-infringing Work, parts or combination thereof, or (c) modify such Infringing Work so that it becomes non-infringing, while maintaining the same functionality.

SECTION 7.0 INSURANCE.

7.1 Prior to commencing work, Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Contract, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Scope of Services hereunder by Contractor, its agents, representatives, employees or sub-consultants. The cost of such insurance shall be borne by Contractor.

7.1.1 Contractor shall maintain the following coverage with limits no less than the indicated amounts:

(a) *Commercial General/Umbrella Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claims-made or preferably on an occurrence basis.

The insurance shall include coverage for the following:

- (i) Premise/Operations
- (ii) Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- (iii) Products/Completed Operations
- (iv) Contractual
- (v) Independent Contractors
- (vi) Broad Form Property Damage
- (vii) Personal Injury

(b) *Business Automobile/Umbrella Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.

- (i) Owned/Leased Autos
- (ii) Non-owned Autos
- (iii) Hired Autos

(c) *Workers' Compensation and Employers' Umbrella Liability Insurance* - Workers' Compensation statutory limits as required by Chapter 440, Florida Statutes. This policy should include Employers' Umbrella Liability Coverage for \$1,000,000 per accident.

7.1.2 **Other Insurance Provisions**

(a) *Commercial General Liability and Automobile Liability Coverage*

- (i) City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor or premises on which Contractor is performing Services on behalf of City. The coverage shall contain no special limitations on the scope of protection afforded to City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

- (ii). The Contractor's insurance coverage shall be primary insurance as respects City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
 - (iv) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (b) **Workers' Compensation and Employers' Liability and Property Coverage**
The insurer shall agree to waive all rights of subrogation against City, member of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of Services under this Contract.
- (c) **All Coverage**
- (i) Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to City in accordance with this Contract.
 - (ii) If Contractor, for any reason, fails to maintain any insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Contract and obtain damages from Contractor resulting from said breach.
 - (iii) Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

7.1.3. Deductibles and Self-Insured Retention's

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers; or Contractor shall procure a

bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

7.1.4. Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by A.M. Best's rating service.

7.1.5. Verification of Coverage

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be submitted with the proposal as a first peer review. Upon execution of the contract documents, the certificates and endorsements are to be received and approved by City before work commences.

SECTION 8.0 TERMINATION.

- 8.1 The City may, by written notice to the Contractor, terminate this Contract in whole or in part, at any time, either for the convenience of City or because of failure of the Contractor to fulfill its obligations. Upon receipt of such notice, the Contractor shall immediately discontinue all work affected (unless the notice directs otherwise).
- 8.2 If the termination is for the convenience of the City, the Contractor shall be paid for all Apparatus, parts, and equipment delivered and finally accepted as of the effective date of termination.
- 8.3 If the termination is due to the failure of the Contractor to fulfill its obligations under this Contract, the Contractor shall be liable to City for reasonable additional costs incurred by City as a result of such breach.
- 8.4 If, after notice of termination for failure to fulfill its obligations under this Contract, it is determined that Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of City.
- 8.5 The rights and remedies of the parties provided in this Section 8 are in addition to any other rights and remedies such party may have at law, in equity, or under this Contract.

SECTION 9.0 WARRANTY AND MAINTENANCE.

- 9.1 The Contractor hereby warrants all Apparatus as set forth in its Proposal (Tab 4) and the individual warranty documents delivered with each Apparatus. The

Contractor will respond, on-site in Tallahassee, for all warranty repairs within 24 hours following notice from the City.

- 9.2 The Contractor shall provide all training for City personnel necessary for the City Fleet Management Division to be designated as an authorized warranty repair center. Although the City will have the capability and expertise to repair Apparatus under warranty, the City prefers to have the Contractor complete all warranty work, and the City shall perform such work only in the event of exigent circumstances. The Contractor, within thirty (30) days of receipt of an invoice therefore, will pay the City for all such warranty work completed by the City in an amount equal to the fully-loaded costs for personnel performing such work. At the request of the Contractor, the City will provide documentation of such costs.

SECTION 10.0 MISCELLANEOUS PROVISIONS.

- 10.1 Time shall be of the essence in performance of this Contract; provided, however, that either party shall be excused from timely performance under this Contract to the extent that, but only to the extent that, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence of, the party claiming such excuse from timely performance.
- 10.2 Failure to enforce or insist upon compliance with any of the terms or conditions of this Contract or failure to give notice or declare this Contract terminated shall not constitute a general waiver or relinquishment of the same or any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.
- 10.3 If written notice to a party is required under this Contract, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, to Contractor as follows:

Hall-Mark Fire Apparatus, Inc.
3431 NW 27th Avenue
Ocala, Florida 34475
ATTN: William D. Alm, V.P.

and to the City as follows:

City of Tallahassee
Fleet Management
400 Dupree Street
Tallahassee, Florida 32304
ATTN: Fleet Superintendent

- 10.4 Contractor shall not assign any of their rights or obligations under this Contract without prior approval by the City.

- 10.5 Contractor shall be responsible for the actions of any and all of their subcontractors and consultants. Neither subcontractors nor any consultants shall interface directly with the City.
- 10.6 This Contract and every question arising hereunder shall be construed, interpreted, or determined according to the laws of the State of Florida. Venue for any action brought in relation to this Contract shall be placed in a court of competent jurisdiction in Leon County, Florida.
- 10.7 As required by Section 287.133, (2 (a), Florida Statutes, 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals 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 s.287.010 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the City within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.
- 10.8 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either City or Contractor. The section headings appearing herein are for the convenience of the parties and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Contract. If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provisions valid, then the provision shall have the meaning which renders it valid.
- 10.9 Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, gender, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, creed, color, sex, marital status or national origin. The Contractor will post a copy of this pledge in a conspicuous place, available to all employees and job applicants and will place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an "Equal Opportunity Employer".
- 10.10 Either party shall be excused from timely performance under this Agreement to the extent, but only to the extent, such delay is the result of any cause beyond

the reasonable control of, and not the result of negligence or the lack of diligence on the part of, the party claiming such excuse from timely performance.

10.11 The Contractor shall make Apparatus and equipment available to other governmental entities on the same terms and conditions as set forth in this Contract. Should any such governmental entity purchase Apparatus or equipment on such basis, the Contractor shall report such purchase to the City and shall credit to the City, within thirty (30) days following final payment for any such Apparatus or equipment, an amount equal to 0.5% of such purchase price. This provision shall apply to all purchases initiated during the term of this Agreement, even if such purchase continues and payment is received after the expiration of such term.

10.12 It is understood and agreed that this Contract, including exhibits and references (if any), is the entire Contract between the parties and supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof. City and Contractor, by mutual agreement, may change or amend the terms and conditions of this Contract. All such changes or amendments shall be set forth in a written amendment to this Contract.

10.13 If any portion of this Contract, or any Exhibit or portion thereof, is held to be invalid by a court of law, such provision shall be considered severable, and the remainder of this Contract shall be construed and enforced in a manner consistent with the intent of the Parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives, effective the date first above written.

Attest:

Gary Herndon
Gary Herndon
City Treasurer-Clerk

CITY OF TALLAHASSEE

By: Cathy Kilpatrick Davis
Cathy Kilpatrick Davis
Manager For Procurement Services

HALL-MARK FIRE APPARATUS, INC.

Marlene Vaughn
Witness as to the Contractor

By: William D. Alm
William D. Alm, V.P. / General Manager

Teresa Russ
Witness as to the Contractor

TERESA RUSS
Notary Public, State of Florida
My comm. exp. Mar 15, 2009
Comm. No. DD 407418



June 29, 2006

Vendor: William D. Alm, V.P.
Hall-Mark Fire Apparatus, Inc.
3431 NW 27th Avenue
Ocala, Florida 34475

Contract documents have now been executed by all parties and we are enclosing a copy for your files.

**Project: Furnishing of Various Fire Apparatus and
Special Application Firefighting Vehicles
RFP No. 0152-05-VA-TC
Contract No. 1274**

If you have any questions, please contact Helen Jackson of our office at (850-891-8127)

CITY HALL
300 South Adams Street
Tallahassee, FL 32301-1731
850-891-0000
TDD: 711 • talgov.com

JOHN R. MARKS, III
Mayor

ANITA F. THOMPSON
City Manager

MARK MUSTIAN
Mayor Pro Tem

JAMES R. ENGLISH
City Attorney

ANDREW D. GILLUM
Commissioner

GARY HERNDON
City Treasurer-Clerk


ALLAN J. KATZ
Commissioner

SAM M. McCALL
City Auditor

DEBBIE LIGHTSEY
Commissioner

SPONSORING DEPARTMENT:
 REQUEST FOR PROPOSAL NO:
 TITLE/DESCRIPTION:

FLEET MAINTENANCE
 0152-05-VA-TC
 FIRE APPARATUS AND SPECIAL APPLICATION VEHICLE

Maximum Rating Points	25	10	15	20	10	5	65	150
Category Classifications	A	B	C	D	E	F	G	H
	Base Vehicle & Equipment	Delivery Schedule	Warranty	Service & Mantnce.	Local Preference	Minority Business Enterprise Participation	Cost/Fee	Maximum Points

Name of Applicant Firms	Rating Section (Preliminary)							
Hallmark Fire Apparatus	22.4	7.4	12.8	17.6	0	0	65	125.2
Pierce Manufacturing	21.2	7.6	12.2	14.9	0	0	62.4	118.3

Name of Applicant Firms	Rating Section (Final)							

Recommendation of Award: Hallmark Fire Apparatus

Terry Lowe

 Chairperson:
 (on behalf of the committee)

12/15/2005

 Date

Posted: 12/15/05

Removed:



**REQUEST FOR PROPOSALS
Fire Apparatus And Special Application Vehicle
RFP NO. 0152-05-VA-TC**

MANATORY PRE-BID CONFERENCE

July 7, 2005

The City of Tallahassee, Florida requests proposals for Fire Apparatus and Speical Application Vehicles to the Fire Department and Fleet Maintenance Department for the Ciy of Tallahassee. Mandatory Pre-bid Conference is required.

SECTION 1.0 GENERAL INFORMATION

The Tallahassee Fire Department provides professional fire protection and rescue services from 15 stations located throughout the city and unincorporated Leon County. Its response area covers 671 square miles serving a population of approximately 260,000. The Tallahassee Fire Department responds to over 19,000 incidents annually, of which approximately 61% are Emergency Medical Service calls. Currently the Department consists of 265 full time personnel, 249 of whom are certified, with 229 of these in emergency services positions such as firefighters, driver/operators, lieutenants, captains and division chiefs. The Department provides Advanced Life Support in coordination with Leon County Emergency Medical Services out of five of its stations. In addition to career staff, the Tallahassee Fire Department works in cooperation with six Volunteer Fire Departments in their specific response areas in unincorporated Leon County.

General Requirements

- Bidder must provide current reference for manufacturer and dealer that will be servicing the City of Tallahassee
- Bidder shall provide financial certification for manufacturer and dealer that will be servicing the City of Tallahassee

- Bidder shall be a full line manufacturer and should be able to provide at a minimum the following types of apparatus:
 - Engine/Pumpers
 - Aerial Platforms
 - Aerial Ladders
 - Air/Light
 - Light Rescue
 - Medium Rescue
 - Heavy Rescue
 - Mini Pumper
 - Brush/Wildland
 - Haz-Mat
 - Incident Command

- Bidder shall be an ISO 9001 certified in the Design, Manufacture and Servicing of Custom and Standard Fire Fighting and Emergency Response Vehicles and Apparatus
- Bidder shall maintain a State of Florida Department of Highway Safety and Motor Vehicles license as a Manufacture of Motor Vehicles

Equipment

- Bidder shall provide a full line of fire equipment to the City of Tallahassee. Pricing shall not be limited to apparatus purchase only but must also be extended to individual item sales as well.

Dealership

- Bidder shall state number of years manufacturer and dealer have been in business
- Bidder shall have established working office with staffed office, parts, and service facilities
- Bidder shall be loose equipment dealer for all items supplied to the City of Tallahassee

SECTION 2.0 STATEMENTS OF SPECIFICATIONS

It is the intention of the City of Tallahassee to enter into a contract with a single provider for purchases of various fire apparatus and certain special application vehicles. A price structure is to be established for vehicles, options, accessories and parts, which the City of Tallahassee may purchase for five years with an option to renewal for an additional five years.

All vehicles and equipment furnished shall be manufacturer's latest model. Appurtenances and/or accessories not herein mentioned, but necessary to furnish a complete unit ready for use upon delivery shall be included, conform to best practice known to the fire fighting or special application trade in design, quality of workmanship and material, and be subject to these specifications in full. The specifications shall be construed as a minimum.

Should the manufacturer's current published data or specifications exceed these, they shall be considered minimum and be furnished. The units proposed shall of NHTSA, FMVSS, State of Florida and NFPA.

All vehicles furnished under this Contract shall be constructed with due consideration to intended use and performance characteristics, including but not limited to load distribution, such that they will operate under all conditions (weather, environmental, load, etc.) in conformity with Owner's specifications and all applicable federal, state, and local laws.

- a. Manufacturer's Line Setting Ticket: Electronic copy to be delivered with each vehicle.
- b. Manufacturer's Statement of Origin (MSO), title application, invoice and all warranty papers shall be delivered with each vehicle.
- c. Liens and Security Interests: The vendor shall assume full responsibility that all vehicles and equipment delivered to the City is free and clear of all liens and security interests.

The successful vendor shall provide all transportation, lodging and meals for up to (3) members of the City of Tallahassee to travel to the vendors manufacturing facilities (at which the vehicle is being constructed) for a total of three visits. The transportation, lodging and meals shall include air transportation (City Option) lodging and meals (2 nights per trip) for up to three personnel round trip from Tallahassee. The vendor shall coordinate with the City of Tallahassee Fleet management the trip arrangements at least three weeks prior to the scheduled visit. The vendor shall coordinate with the City of Tallahassee Fleet management the trip arrangements at least three weeks prior to the scheduled visit. The three visits shall be as follows:

- (i) A preconstruction meeting to completely review the specifications and the drawings prior to the vehicle assembly/construction commencing.
- (ii) A mid-production meeting at the 45-55% completion stage to inspect and verify integral specification compliance for wiring, integral component system installation, etc. prior to progressing to final completion.
- (iii) A final inspection/performance test. The vehicle shall be 100% complete and ready for delivery. The City will perform a final inspection and full performance test of the vehicle and all integral systems. The seller shall provide the technical information and representative(s) to allow for a complete and thorough conformance meeting/inspection. Any and all third party certifications shall be available for review at this meeting. If the vehicle is found to be not ready any additional trips shall be at the expense of the vendor with no additional cost to the City.

The vendor shall notify the City, **in writing**, of all Change Orders for every vehicle purchased. Change Orders shall be approved by both the City of Tallahassee's Fleet Management Department and Fire Department.

Change Orders shall include the following as a minimum:

1. Changes to be made (i.e., chassis, chassis components, equipment, equipment components).
2. Additional time associated with changes, (if any).
3. Additional cost associated with changes, (if any).

The City shall not be held liable for costs associated with Change Orders for which they are not properly notified in writing. All Change Orders shall be sent to the address listed below:

City of Tallahassee
Fleet Management Department
400 Dupree Street
Tallahassee, Florida 32304

The vendor shall state in their proposal firm delivery dates for the various fire apparatus and special application vehicles. The delivery times shall be a major factor in the award of this contract.

The fire apparatus and special application vehicles shall be assembled, services, adjusted, and demonstrated to the satisfaction of the City that they are in perfect mechanical condition. Seller is responsible for the complete construction and assembly of all vehicles

and equipment components.

Vehicles and equipment will be accepted only after the above requirements for delivery have been met. Delivery of vehicles and equipment to the city does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the delivered vehicles or equipment meet specifications and the conditions listed in the specifications have been met. Should the delivered vehicles or equipment differ in any respect from specifications, payment will be withheld until such time as the vendor completes necessary corrective action.

The Fleet Management Division shall notify the vehicle provider of any deviation(s) in writing within ten (10) calendar days and the contract provisions regarding delivery shall prevail. Within ten (10) calendar days following notification of non-compliance by the Fleet Management Division, the Seller shall provide to the City a detailed proposal for corrective action. If the proposed corrective action is not acceptable to the receiving agency, the city may authorize the recipient to refuse final acceptance of the vehicle and/or equipment in which case the vehicle and/or equipment shall remain the property and the responsibility of the provider and the city shall not be liable for payment for any portion thereof.

Vendor include with initial delivery of each model year vehicle the following manuals on CDs:

- a. Three (3) each Technical and Service Manuals for Cab and Chassis.
- b. Three (3) each Technical and Service Manuals for Vehicle Body.
- c. Three (3) each Parts Manuals for Cab, Chassis and Body.
- d. Three (3) each Operators Manuals.
- e. One (1) copy of manufacturer's preventive maintenance schedule at the time of delivery.

Parts

- Bidder s shall provide on-line parts ordering
- Bidder shall provide recommended parts inventory
- Bidder shall maintain adequate parts inventory to guarantee 24 hours parts

delivery. All deliveries shall be free of any freight charges.

- A fixed price for parts shall be provided with the bid documents. This shall be included in the context of the bid and not included in the cost proposal. There shall be a detail list of all parts.

Vendor will supply upon request original manufacturer part numbers crossover for parts not manufactured by the equipment manufacturer after the award of contract and prior to the delivery of equipment.

Delivery Times

- Bidder shall state delivery times for all types of apparatus manufactured by the bidder

Warranties.

- Bidder shall provide detailed manufactures warranty information

A delay in warranty start date is required on all vehicles purchased by the City of Tallahassee. Warranty shall become effective when the vehicle is put into use by the City rather than at time of delivery. Vehicles and equipment must all ANSI, SAE and other applicable standards.

Bidder shall provide all warranty service.

Vendor must provide response time within 24 hours for on-site warranty work.

Fire Department General Fire Apparatus Requirements

- The preferred construction materials for the cab and body are stainless steel and aluminum.
- Fire apparatus cabs must have been certified through a third party crash test program.
- Aluminum is the preferred construction material for aerial apparatus.
- All aerial devices must have certified aerial engineering.
- The preferred construction materials for the cab and body are stainless steel and aluminum.

SECTION 3.0 PROPOSAL RESPONSE REQUIREMENTS

- 3.1 A prospective service provider's response to this RFP should include the following information at a minimum. Please note that the proposal should address the requirements in a clear and concise

manner in the order stated herein.

Proposals must be tabbed as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the City.

- 3.2 The City reserves the right to seek additional/supplemental representation on specific issues as needed.
- 3.3 Respondents shall construct their proposal in the following format and a tab must separate each section. **Do not submit BINDERS 1 and BINDERS 2 together. Place in separate sealed envelopes.**

BINDER 1 - (NO-COST) PROPOSAL

Do not include any pricing in any part of BINDER 1.

TAB 1 - EXECUTIVE SUMMARY (0 points)

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the propose, their title(s), address (as), and telephone and fax number(s). The summary must be limited to a maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

Include copy State of Florida Department of Highway Safety and Motor Vehicles License as a Manufacture of Motor Vehicles and documentation of Dealer's automobile sales dealer.

TAB 2 – Base Vehicle and equipment (25 points)

Vendor shall enclose a complete description of vehicle construction. Proposal should be accompanied by a set of contractor's specifications consisting of a detailed description of fire apparatus and special application vehicles proposed. These specifications should include size, type, model and make of all component parts and equipment. Include recommended part list. Shall include detail specifications for the following fire apparatus:

Engine/Pumpers
Aerial Platforms
Aerial Ladders
Air/Light
Light Rescue
Medium Rescue
Heavy Rescue
Mini Pumper
Brush/Wildland
Haz-Mat
Incident Command

Include copy of ISO 9001 certification in Design, Manufacture and Servicing of Custom and Standard Fire Fighting and Emergency Response Vehicles.

TAB 3 – Delivery Schedule (10 points)

Vendor shall enclose detail delivery schedule.

TAB 4 – Warranty (15 points)

State conditions of the warranty(s) from the vendor and/or manufactures. If the proposal offered includes one or more warranties, then a list must be provided of different dealers names and locations.

TAB 5 –Service and maintenance (20 points)

State name and location of nearest factory authorized parts and service facilities.

Describe mobile service and response time.

State a list of recommended OEM replacement parts and optional equipment to include guaranteed delivery time (standard and emergency), guaranteed pricing. Shall include a detail list of all parts and guarantee pricing.

Service

- Bidder shall provide dealer employed uniformed EVT certified technicians.
- Bidder shall provide list of technicians and their level of certification
- Bidder shall state number of mobile service trucks.
- Mobile service shall be provided within 24 hours from request of service.
- Non-specialty service technicians shall be employees of the manufacturer or dealer. No subcontractors will be allowed.
- Bidder shall provide loose equipment mounting service
- Bidder shall state level of shop capability and types of service provided
- Bidder shall provide examples of preventive maintenance programs provided by the dealer
- Bidder shall provide fixed and hourly cost of service provided by factory and dealer.

TAB 6 – Local Preference Criteria (10 Points).

As a part of the RFP selection process, the RFP evaluation procedure will provide for up to 10 points for Local Preference. The evaluation of Local Preference will be based on **Attachment D**, Local Vendor Certification Form submitted. Partial points will not be given.

For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within a four county area including Gadsden, Leon, Jefferson and Wakulla Counties for at least six (6) months immediately prior to the issuance of the RFQ; and
- b) Holds any business license required by these Counties, and, if applicable, the City of Tallahassee; and
- c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in the four county area, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in the four county area.
- d) Certification Process: The Firm claiming to be a local business as defined, shall so certify in writing (via **Attachment D**) to the City of Tallahassee Purchasing Division. The certification shall provide all necessary information to meet the requirements of the above

definition. The Local Vendor Certification Form is enclosed as **Attachment D**. The City of Tallahassee purchasing agent shall have the sole discretion to determine if a vendor meets the definition of a "local business."

TAB 7- MBE PARTICIPATION (5 points)

As provided for in Section 13.0 of this document.

TAB 8 CITY OF TALLAHASSEE DOCUMENTS

Complete and attach the forms contained in the attachments:

- Attachment A – Representations/Certifications
- Attachment B – MBE Utilization Form
- Attachment C – Determination of Good Faith Effort

BINDER 2 – COST PROPOSAL (* Points)

In a **separate**, sealed envelope, provide an **ORIGINAL, so identified and seven (7*) complete copies** of your proposed fee for services defined herein for the term of the contract. The fee shall include all travel, equipment, and any other related expenses.

All vehicle and equipment prices are to be FOB, City of Tallahassee, Fleet Division, and 400 Dupree Street, Tallahassee, Florida.

The Seller shall state any discounts to apply. (Discounts must be shown for each classification of items or individual items unless all items have the same percentage of discounts).

Vendor shall state warranty cost and extended warranty cost which the Vendor may offer.

Vendor shall state price for each fire apparatus in **TAB 2 – Base Vehicle and equipment and method for identifying and calculating price for any upgrade or change in specifications**

Vendor shall state method for calculating any annual price increase.

3.4 Proposals shall be submitted as follows.

3.4.1 all proposals must be delivered to the City of Tallahassee at the address below no later than **4:30 P.M. ET on August 19, 2005**. Late

proposals will be rejected. Failure to comply with this, or any other paragraph of the Request for Proposals shall be sufficient reason for rejection of the proposal.

Please mark **eight (8)** copies of the written proposal envelope(s) as follows:

Fire Apparatus and Special Application Vehicle
Written Proposal
Do Not open Until 4:30 P.M. ET, August 19, 2005
Request for Proposal No. 0152-05-VA-TC

Please mark **eight (8)** copies of the cost proposal envelope(s) as follows:

Fire Apparatus and Special Application Vehicle
Cost Proposal
Do not open Until Qualified.
Request for Proposal No. 0152-05-VA-TC
Please address the mailing envelope(s) as follows:

City of Tallahassee
Procurement Services Division
City Hall, 300 South Adams Street
Tallahassee, FL 32301

3.4.2 The front of each proposal envelope/container shall contain the following information for proper identification:

- the name and address of the proposer
- the word "Proposal" and the RFP number
- the time/date specified for receipt of proposals
- the number of each envelope/container submitted (i.e. "1 of 3, "2 of 3", "3 of 3")

3.4.3 ALL PROPOSALS MUST BE RECORDED (CLOCKED-IN) IN THE PURCHASING DIVISION ON OR BEFORE THE TIME AND DATE INDICATED ON THE RFP DOCUMENT. The responsibility for submitting the proposal to the Procurement Services Division on or before the above stated time and date is solely that of the proposer. The City of Tallahassee will in no way be responsible for delays in mail delivery or delays caused by any other occurrence. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

3.4.4 All proposals must be in writing. Non-responsive proposals may not be considered. The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal respondent.

3.4.5 The City shall not be liable for any costs incurred by a respondent prior to entering into a contract. Therefore, all respondents are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.

SECTION 4.0 SCHEDULE

The proposed time schedule as related to this procurement is as follows:

Release of RFP	July 7, 2005
Pre-bid conference.....	July 21, 2005
Deadline for requests for clarification, questions, etc.	July 25, 2005
(Responded to by City as addendum if necessary).....	July 29, 2005
Deadline for submission of proposal	Aug 19, 2005
Presentations	Sept 8, 2005
Anticipated Selection	Sept 2005
Anticipated Contract Award.....	Oct 2005

SECTION 5.0 EVALUATION OF PROPOSALS

Evaluation of proposals will be performed consistent with the City's Procedures Manual using the following criteria and weighted values:

Criteria	Rating Points
Executive Summary	0
Base Vehicle & Equipment	25
Delivery Schedule	10
Warranty	15
Service and Maintenance	20
Local Preference	10
Minority Business Enterprise Participation	5
Cost/Fee Proposal	65
Maximum Points Allowed	150

As part of the evaluation process, short listed respondents shall be required to make oral presentations.

SECTION 6.0 CONTRACT AWARD

6.1 The City reserves the right to incorporate the successful firm's proposal into a contract. Failure of a firm to accept this obligation may result in the cancellation of any award.

6.2 The selected firm will be required to assume responsibility for all services offered in the proposal. The City will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment of any or all charges.

6.3 A copy of the recommended ranking and award will be available for review in the Purchasing Division upon completion of the evaluation by the committee. Vendors may obtain a copy of the final ranking from the City's web site at <http://talgov.com/citytlh/service.html>. Select Business Services, Bid Information.

SECTION 7.0 RIGHT OF REJECTION:

The City of Tallahassee reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the City of Tallahassee and its citizens.

SECTION 8.0 REQUESTS FOR CLARIFICATIONS. INTERPRETATIONS & ASSISTANCE

All questions concerning this Request for Proposals must be directed through:

Vida Addison, Purchasing Agent
TELEPHONE: (850) 891-8289 OR (850) 891-8280 (Central Desk)
E-MAIL: vgaddison@talgov.com
FACSIMILE: (850) 891-0967
PROCUREMENT SERVICES DIVISION, CITY HALL
300 SOUTH ADAMS STREET, TALLAHASSEE, FL 32301-1731

All telephone conversations are to be considered unofficial responses and will not be binding. Questions, verifying the Request For Proposals' content, if appropriate, will be responded to in writing. The written response will be the City's official response and will be mailed to all Respondents that requested the Request For Proposals.

SECTION 9.0 GENERAL TERMS AND CONDITIONS

9.1 EQUAL OPPORTUNITY AGREEMENT

9.1.1 In connection with work performed under a City of Tallahassee contract, the respondent agrees, upon receipt of a written award or acceptance of a contract, to support and abide by the City's Equal Opportunity Pledge.

9.1.2 By submitting a proposal in response to this solicitation, the respondent agrees to –

- Not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin;
- Post a copy of this pledge in a conspicuous place, available to all employees and job applicants.

- Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an "Equal Opportunity Employer".

9.2 PUBLIC ENTITY CRIMES

As required by Florida State Statute 287.133, (2 (a), 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals 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 s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the City within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

9.3 INDEMNIFICATION

The consultant shall indemnify and save harmless the City, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the City, including without limitation attorney's fees and costs of litigation, to the extent that the same arise out of or are caused by any act or omission of the consultant, its sub consultants or subcontractors, or by the employees, officers, directors, or agents of the consultant, or its subcontractors.

9.4 ISSUANCE OF ADDENDA

9.4.1 If this solicitation is amended, the City will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

9.4.2 Proponents shall acknowledge receipt of each addendum to this solicitation using one of the following methods:

- By signing and returning the addendum;
- By signed letter;
- By signed facsimile (subject to the conditions specified in the provision entitled "FACSIMILE DOCUMENTS".)

9.4.3 The City must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

9.5 PAYMENT:

9.5.1. Prompt Pay Policy

It is the policy of the City of Tallahassee to fully implement the provisions of the State of Florida Prompt Payment Act. For more information, please refer to Florida State Statute 218.7.

9.5.2. Withholding Payment

In the event a contract is canceled under any provision herein, the City of Tallahassee may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

9.6 INSURANCE REQUIREMENTS:

Prior to commencing work, the Consultant shall procure and maintain at Consultant's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Consultant, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in Consultant's proposal.

9.6.1 Consultant shall maintain limits no less than:

Commercial General/Umbrella Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

Business Automobile/Umbrella Liability Insurance - \$1,000,000 limit per accident for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

Workers' Compensation and Employers'/Umbrella Liability Insurance -- Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Contractor or Vendor is otherwise required by law to provide such coverage.

Professional Liability Insurance - \$1,000,000 or as per project (ultimate loss value per occurrence).

9.6.2 Other Insurance Provisions

9.6.2.1 *Commercial General Liability and Automobile Liability Coverage's*

- The City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the City. The coverage shall

contain no special limitations on the scope of protection afforded to the City of Tallahassee, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

- The Contractor's insurance coverage shall be primary insurance as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.6.2.2 *Workers' Compensation and Employers' Liability and Property Coverage's*

The insurer shall agree to waive all rights of subrogation against the City of Tallahassee, member of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of services under this Agreement.

9.6.2.3 *All Coverage's*

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.
- If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the

same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.

- Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

- City named as "additional insured" as its interest may appear.

9.6.2.4 *Deductibles and Self-Insured Retention's*

Any deductibles or self-insured retention's must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

9.6.2.5 *Acceptability of Insurers*

Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.

9.6.2.6 *Verification of Coverage*

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

9.6.2.7 *Subcontractors*

Contractor shall include each of its subcontractors as insured under the policies of insurance required herein.

SECTION 10.0 ACCESS TO MEETINGS

Persons with disabilities requiring reasonable accommodations to attend meetings, please call Vida Addison, **PROCUREMENT SERVICES DIVISION, PHONE: (850) 891-8289, or through FRS TDD at 771** at least forty-eight (48) hours in advance (excluding weekends and holidays). Public notice of all Selection Committee meetings will be posted in the Procurement Services Division, City Hall, 300 S. Adams Street, Tallahassee, Florida as far in advance of the meeting as possible.

SECTION 11.0 CONFIDENTIALITY

By submitting a proposal in response to this RFP, a respondent acknowledges that City is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The respondent further acknowledges that any materials or documents provided to City may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a respondent provide City with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the respondent shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material and shall submit to City both a complete and a redacted version of each affected page. Should any person request to examine or copy any material so designated, City, in reliance on the representations of the respondent, will produce for that person only the redacted version of the affected page. If the person requests to examine or copy the complete version of the affected page(s), City shall notify the respondent of that request, and the respondent shall reply to such notification, in a writing to be received by City no later than 4:00 p.m., ET, of the second City business day following respondent's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying. If the respondent refuses to permit

disclosure or copying, the respondent agrees to, and shall, hold harmless and indemnify City for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by City, or assessed or awarded against City, in regard to City's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the respondent is not initially named as a party, the respondent shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a respondent in response to the RFP and shall constitute City's sole obligation with regard to maintaining confidentiality of any confidential information or proprietary material of any kind.

SECTION 12.0 GRIEVANCE PROCEDURE

12.1 Right to Protest

Any actual or prospective respondent, or contractor, who is aggrieved in connection with the solicitation or award of a contract, may protest any RFP or award recommendation on the grounds of irregularities in the statement of work, specifications, RFP procedure, or the evaluation of the proposals.

12.2 Protest Prior to Proposal Deadline

Any actual or prospective respondent, or contractor, who is aggrieved in connection with the solicitation of a contract or RFP, may protest on the grounds of irregularities in specifications or RFP procedure. Such protest must be filed at least 72 hours (excluding weekends and holidays) prior to the scheduled RFP deadline date."

12.3 Filing a Protest

Actual respondent's who are affected adversely by the decision or intended decision of a RFP/contract award shall file a written notice of intent to protest with the Procurement Services Office within 72 hours (excludes weekends and holidays) after posting of the intended recommendation of award. A formal written protest, stating with particularity of facts and grounds (should refer to the statutes, laws, or ordinances which the Protestant deems applicable) upon which the protest is based, shall be filed with the Procurement Services Office within seven (7) calendar days after the date of filing the notice of intent of protest. Failure to timely file either the notice of intent or the formal written protest shall

constitute a waiver of proceedings under this section.

12.3.1 a written protest is officially filed with the City when it is delivered to and received by the Procurement Services Office.

12.3.2 Any person who files a formal written protest, protesting a decision or intended decision for the award of a RFP, shall post with the Procurement Services Office, at the time of filing the formal written protest, a bond payable to the City of Tallahassee in an amount equal to 1 percent of the City's estimate of the total volume of the contract or \$5,000, whichever is less. If, after completion of the grievance hearing process and any appellate court proceedings, the City prevails, it shall recover all cost and charges, which shall be included in the final order of judgment, excluding attorney's fees. Upon payment of such cost and charges by the person protesting the award, the bond shall be returned to that person. If the person protesting the award prevails, he shall recover from the City all cost and charges which shall be included in the final order of judgment, excluding attorney's fees. In no case shall the protesting proposer or contractor be entitled to any cost incurred with the solicitation, including RFP preparation cost and attorney's fees.

12.4 For additional information concerning protest procedures, vendors may request a copy of the City's Purchasing Policy & Procedures manual.

SECTION 13.0 MINORITY BUSINESS PARTICIPATION

13.1 Those firms interested in offering their professional services for the work described herein should be aware of the City's policy relating to minority involvement in professional contracts. As a part of the selection process for professional contracts, the ranking procedure will provide for a bonus up to a maximum of 5 points for the utilization of minority businesses, minority employees and/or minority student trainees. Interested parties should contact the City Office of Minority Business Enterprises at (850) 891-8184 for more detailed information. Please indicate in your proposal the percentage of minority business participation, if any, as outlined in the attached Professional Qualifications Supplement (Attachment C).

13.2 The City has a goal of twelve point five percent (12.5%) Minority Business Enterprise participation in all consultant services contracts.

13.3 When submitting a proposal, which includes MBE vendors, ensure that **ALL** selected MBE vendors are certified through the City of Tallahassee or Leon County MBE programs, by the scheduled proposal opening time and date. The City of Tallahassee MBE Office no longer automatically accepts the MBE certification of firms certified through the State of Florida. Therefore, an MBE vendor that is certified with the State of Florida's Office of Supplier Diversity, but is not certified with the City of Tallahassee or Leon County, may not qualify.

13.4 Consultant Proposer Responsibilities

- Do not substitute a certified MBE vendor without receiving written approval from the City of Tallahassee's MBE Office. Remember, the substituted MBE vendor must also be City of Tallahassee or Leon County certified.
- Prime contractors who substitute MBEs without written approval from the City of Tallahassee's MBE Office may be committing a contract breach. Additionally, any dollars expended on an unauthorized MBE will not count toward satisfaction of the MBE goal.
- City staff is acutely aware that problems with sub consultants may occasionally happen; however, when the consultant and sub-consultant, with assistance from the City's project manager, are not able to resolve the issue(s), then, the appropriate parties shall contact and communicate with the City's MBE Office (LaTanya Raffington or Ben Harris may be reached @ 891-8184). Document all problems. Do not make any changes to MBE vendors on the project without seeking/receiving prior written approval from the City of Tallahassee's MBE Office.

13.5 MBE Bonus Points

As a part of the selection process, a respondent may receive up to five (5) points, as part of the evaluation criteria referred to above, for utilization of minority businesses and/or minority persons, as defined in the City's Minority Business Enterprise Program, in providing the proposed services, as follows:

	<u>Points</u>
1. Respondent, prior to submitting a proposal, has been certified by the City as a "minority business".	5
2. Respondent has certified that "minority business(s)" will be subcontracted to perform at least 12.5% of the services provided to the City, and will receive a proportionate percentage of the total fee.	4
3. Respondent has certified that "minority business(s)" will provide at least 12.5% of the goods or services provided to the City, and will	3

receive a proportionate percentage of the total fee.

4. Respondent has certified that at least 12.5% of the services provided to the City will be performed by professionals, or graduate students who are "minority persons". 2
5. Respondent has certified that one (1) or more trainees, who are "minority persons", will be hired to provide professional, lobbying, or consulting services under the contract with the City. 1

Note: For purposes of awarding these bonus points, a "minority business" is one that is certified under the City of Tallahassee Minority Business Enterprise or Leon County Program as meeting the requirements for ownership and control by minority persons or women and as being located in the local market area.

SECTION 14.0 PRE-PROPOSAL CONFERENCE

- 14.1. A Mandatory Pre-Proposal Conference will be held:
July 21, 2005
10:00 am, LOCAL TIME
Fleet Maintenance
400 Dupree Street, TALLAHASSEE, FLORIDA
- 14.2 This is a mandatory meeting. Therefore, prospective respondents MUST attend this conference in order to qualify as a respondent.
- 14.3 The purpose of the pre-proposal conference is to provide respondents with detailed information concerning this solicitation and to address questions and concerns. Representatives from the Minority Business Office, Procurement Services Division, and Fleet Maintenance Division will be present to address questions concerning minority business participation, proposal submittal requirements, and technical scope of work, respectively.
- 14.4 Respondents are cautioned that in no event shall failure to familiarize themselves with the requirements of this solicitation, or to resolve ambiguous or inconsistent terms or conditions of this solicitation or proposed contract, constitute grounds for a claim of any kind after contract award.
- 14.5 Public parking is available in Kleman Plaza garage, directly behind City Hall. Because of building security, all visitors conducting business at City Hall must utilize the main entrance on Adams Street. All visitors to this conference will be required to pass through security check. Before proceeding to the scheduled conference location, you will be required to obtain a VISITOR pass. Be prepared to present valid identification and sign-in at the security desk. The security measures will take few minutes. Please plan accordingly to arrive on time.

**ATTACHMENT A
REPRESENTATIONS/CERTIFICATIONS**

TAXPAYER IDENTIFICATION

(a) Definitions.

"Parent Company," means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the bidder is a member.

"Corporate status," means a designation as to whether the vendor is a corporate entity, a sole proprietorship, a partnership, or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," means the number required by the Internal Revenue Service (IRS) to be used by the vendor in reporting income tax and other returns.

(b) All vendors are required to submit the information required in paragraphs (c) through (e) in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS).

(c) Taxpayer Identification Number (TIN).

TIN: _____.

- TIN has been applied for. TIN is not required because:
- Vendor is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- Vendor is an agency or instrumentality of a foreign government;
- Vendor is an agency or instrumentality of a Federal, state, or local government;
- Other. State basis _____

(d) Corporate Status.

- Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).
- Other corporate entity; Not a corporate entity:
- Sole proprietorship Partnership

(e) Parent Company.

Vendor is / is not owned or controlled by a common parent as defined in paragraph (a). If owned by a parent company, complete the following:

Name and TIN of parent company:

Name _____ TIN _____

(f) Fictitious Name of Vendor [Doing Business As (d.b.a.)].

LEGAL NAME AND ADDRESS OF COMPANY (VENDOR)

(Type/Print)

COMPANY NAME: _____

MAIL ADDRESS: _____

TELEPHONE NO: _____ (City) _____ (State) _____ (Zip Code+4)

(Toll-Free Preferred) VOICE: (____) _____, EXTENSION: _____

EMAIL ADDRESS: OTHER: (____) _____; FAX: (____) _____

CONTACT FOR CONTRACT MANAGEMENT (Type/Print)

NAME: _____

MAIL ADDRESS: _____

TELEPHONE NO: _____ (City) _____ (State) _____ (Zip Code+4)

(Toll-Free Preferred) VOICE: (____) _____, EXTENSION: _____

EMAIL ADDRESS: OTHER: (____) _____; FAX: (____) _____

CONTACT FOR INVOICE INQUIRIES

NAME: _____
MAIL _____
ADDRESS: _____

TELEPHONE _____
NO: (City) (State) (Zip
(Toll-Free Code+4)
Preferred) VOICE: (____) _____, EXTENSION:
EMAIL _____
ADDRESS: OTHER: (____) _____; FAX: (____)

PAYMENT REMITTANCE ADDRESS (if different from Company Address)

NAME: _____
MAIL _____
ADDRESS: _____

TELEPHONE _____
NO: (City) (State) (Zip
(Toll-Free Code+4)
Preferred) VOICE: (____) _____, EXTENSION:
EMAIL _____
ADDRESS: OTHER: (____) _____; FAX: (____)

**ATTACHMENT B
CITY OF TALLAHASSEE
MBE UTILIZATION FORM**

MBE PARTICIPATION

MBE firms and sub-contractors must be certified with the City's MBE Office to qualify for MBE participation credit.

(1) Is the principal firm a certified MBE firm? _____ Yes

_____ No (5 points)

(Please attach a copy of your certified letter or certificate)

(2) Percent of fees to be subcontracted to a certified MBE firm:

_____ % (4 points)

Please attach a copy of their certification letter or certificate)

a. Name of the MBE Firm: _____

b. Scope of work to be performed by the MBE firm: _____

(3) Percent of fees to be used for goods and services supplied by an MBE firm:

_____ % (3 points)

a. Name of the MBE Firm: _____

b. List of goods or services to be provided: _____

*(4) Percent of professional work force to be utilized on the project which are minorities or minority graduate students working in a professional discipline: _____ % (2 points)

*(5) The firm has or will hire one or more minority trainees in a professional discipline to work on the project? _____ Yes _____ No (1 point)

Signature

Date

*Names and ethnic status of the persons utilized under numbers 4 and 5 shall be submitted to the MBE Office prior to the execution of the contract. Non-minority women are not considered "minority persons" for purposes of MBE participation. (See Appendix A of Section 16.5 of the MBE Policy.)

ATTACHMENT C

DETERMINATION OF GOOD FAITH EFFORT

(This form must be completed and submitted for Determination of Good Faith Effort if the MBE goal is not met.)

This form is to be completed if the proposer fails to achieve the MBE goals established for this project. The proposer is allowed to use an alternate method that demonstrates the good faith efforts made to meet the goals established as long as all of the requested information is included. Failure to include all requested information shall result in the proposal being determined as non-responsive to the MBE requirements.

The following list is not intended to be exclusive or exhaustive and the City and County will look not only at the different kinds of efforts the proposer has made, but also the quality, quantity, intensity and timeliness of those efforts. It is the responsibility of the proposer to exercise good faith efforts. Any act or omission by the City or County shall not relieve the proposer of this responsibility.

Criteria listed below are excerpted from The City of Tallahassee MBE Policy, as amended. A response is required to address each cited paragraph. Additional pages may be added as necessary.

Proposer/Vendor Name:

Address:

Phone: ____ - ____ - _____ RFP Number:

Contact
Name: _____

Are you certified as a City of Tallahassee (COT)/Leon County (LC) MBE?
__ Yes __ No;

If yes, please provide a copy of your certification letter or certificate.

Specific scope of work solicited:

Proposer's Estimate of Approximate Percentage of Sub-proposal
Advertised: _____

** Identify each MBE to which a notice of solicitation was given. Attach a
copy of each solicitation letter.*

1. Name of MBE

SubProposer/Supplier: _____

Address: _____

Phone: _____ - _____ - _____

Owner(s): _____

Is the Sub Proposer certified as a City of Tallahassee (COT)/Leon
County (LC) MBE? __Yes __No;

If not please complete the following information:

- Black American Native American Woman Hispanic
American Asian Pacific American

2. Name of MBE

Sub-Proposer/Supplier:

Address:

Phone: _____ - _____ - _____

Owner(s): _____

Is the Sub Proposer certified as a City of Tallahassee (COT)/Leon County (LC) MBE? __Yes __No;

If not please complete the following information:

- Black American
- Native American
- Woman
- Hispanic American
- Asian Pacific American

3. Did you advertise in general circulation, trade association, and/or minority/women - focus media concerning the subcontracting opportunities?

List which papers carried your ad and attach a copy of the ad.

Good Faith
Page 2

4. Did you follow up initial solicitations of interest by contacting MBE's to determine with certainty whether the MBE was interested?

Name the MBE's you followed up with and describe your follow up efforts.

5. **Did you negotiate in good faith with interested MBE's, not rejecting MBE's as unqualified without sound reasons based on a thorough investigation of their capabilities?**

a) Provide a detailed statement of reasons why sub-proposals were not entered into with a sufficient number of MBE's to meet the established goals.

b) Provide a list of MBE sub-proposers you deemed unqualified and provide an explanation for the conclusion you reached.

- c) For those MBE subproposers contacted but determined to be unavailable, provide either:
 - i) a signed letter to the proposer from the MBE stating they are unavailable;
 - or
 - ii) a statement from the proposer that the MBE sub-proposer refused to submit a letter after reasonable requests; and detailed statement from the proposer of the reasons for the proposer's conclusion.

6. **Did you effectively use the services of available minority/women community organizations; minority/women contractors' groups; local, state and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of minority/women business enterprises?**

List minority/women organizations contacted.
(A minimum of three organizations must be contacted.)

Organization Contacted	Person Contacted	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. Have you utilized MBE sub-proposers on other City or County contracts within the past six months?

List any local projects your firm has performed in the last six (6) months, the MBE sub-proposers utilized and the dollar value of the MBE's sub-proposer.

<u>Project Name</u>	<u>MBE Firms Used</u>	
<u>Dollar Value</u>		
_____	_____	_____

RFP No.

8. **Describe any additional efforts or circumstances, which may assist the City and County in determining Good Faith Efforts.**

**ATTACHMENT D
LOCAL VENDOR CERTIFICATION**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within the four county area of Leon, Wakulla, Gadsden and Jefferson for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by the four county area of Leon, Wakulla, Gadsden, and Jefferson (please attach copies); and
- c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in the four county area of Leon, Wakulla, Gadsden, and Jefferson, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in the four county area of Leon, Wakulla, Gadsden, and Jefferson.

Please complete the following in support of the self-certification and submit copies of your County and/or City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	Phone:
Current Local Address:	Fax:
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address	
Number of Employees and hours worked per week by each:	
Name and Address of Owner(s) who reside in the four county area of Leon, Wakulla, Gadsden, and Jefferson and who in total own at least 50% or more of the business. Attach additional sheets as necessary.	Percentage of Ownership
1.	
2.	

RFP No.

Signature of Authorized Representative
Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day
of _____, 20__.

By _____, of

(Name of officer or agent, title of officer or agent)
(Name of corporation acknowledging)

a _____ corporation, on behalf of the
corporation. He/she is personally (State or place of incorporation)

known to me or has produced _____ as identification.
(type of identification)

Name of Notary

Signature of Notary

Print, Type or Stamp

Title or Rank

Serial Number, If Any

emailed 12/30/08
BUS



3431 NW 27th Avenue • Ocala, Florida 34475
Office: 352-629-6305 • Fax: 352-629-2018
Toll Free: 1-800-524-6072

FIRE APPARATUS PROPOSAL

DATE: November 25, 2008

This Proposal has been prepared for:

**Chief Chuck Cooper
Nassau County Fire Department**

We propose to furnish to you one (1), or more, E-ONE Custom Typhoon Pumpers, custom built and equipped in accordance with the Nassau County Fire-Rescue Department requirements as defined in the attached truck list configuration. This proposal price is offered under the pricing terms submitted by Hall-Mark Fire Apparatus to the City of Tallahassee for RFP No. 0152-05-VA-TC / Tallahassee Purchasing Contract # 1274 October 2005.

Delivery will be F.O.B. Yulee, FL and will be made approximately 180 calendar days after receipt of the chassis at E-ONE in Ocala, FL. Terms of payment shall be cash on delivery (C.O.D.).

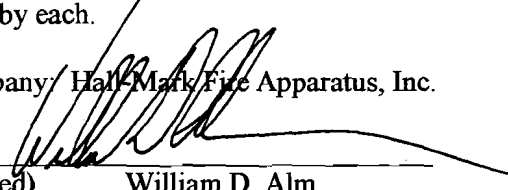
This proposal shall expire unless accepted within 30 days after the date first set above. This expiration date may be extended, in writing, providing apparatus pricing has not changed.

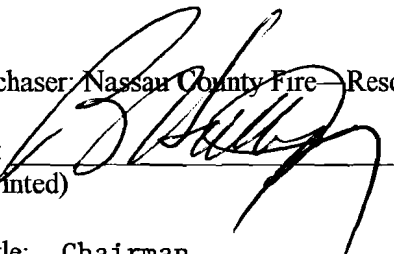
Typhoon top-mount Pumper	\$ 368,929.00 ea
Lettering/stripping/prep/delivery:	\$ 4,500.00
.5% Tallahassee Contract fee:	+\$ 1,867.00 ea.
	<u>\$ 375,296.00 ea.</u>
Additional Hall-Mark Discount	-\$ 16,607.00 ea.
Truck Price	\$ 358,689.00 ea.
Tallahassee 1% contract discount	-\$ 3,689.00
Trade allowance for 1993 Pumper	-\$ 15,000.00
Truck Price w/ Trade	340,000.00 ea.
Loose firefighting equipment allowance:	+ \$ 50,000.00
Total Price:	\$ 390,000.00 ea.

This proposal is deemed acceptable by the undersigned. In witness whereof, The Company and the Purchaser shall execute an agreement to this proposal with signatures from authorized representatives as of the date set forth by each.

Company: Hall-Mark Fire Apparatus, Inc.

Purchaser: Nassau County Fire-Rescue

By: 
(printed) William D. Alm

By: 
(printed)

Title: V.P. / General Manager

Title: Chairman


Date: November 25, 2008

Date: December 22, 2008

www.hall-markfire.com
E-Mail: info@hall-markfire.com




Attest as to Chair's Signature:



John A. Crawford
Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



David A. Hallman