AMENDMENT NUMBER 2

CONTRACT Y13-1056, FIRE APPARATUS

Effective date: September 1, 2019

1. The referenced contract is hereby renewed as follows:
   From: September 1, 2019 through August 31, 2020.

2. All other specifications, terms and conditions, prices and percentage discounts remain unchanged.

REV RTC, Inc. dba Hall-Mark RTC

Signature

WILLIAM D. HAM
Printed/Typed Name

Title

Date

Orange County Board of County Commissioners
Orange County, FL

Signature

Melisa Vergara, CPPB
Senior Purchasing Agent

Date

4/16/19
AMENDMENT NUMBER 1  

CONTRACT Y13-1056, FIRE APPARATUS  

Effective date: September 1, 2018  

1. The referenced contract is hereby renewed as follows:  
   From: September 1, 2018 through August 31, 2019  

2. All other specifications, terms and conditions, prices and percentage discounts remain unchanged.  

REV RTC, Inc. dba Hall-Mark RTC  

William D. Alm  

Signature  
Printed/Typed Name  
Title  
Date  
5/3/18  

Orange County Board of County Commissioners  
Orange County, FL  

Melisa Vergara, CPPB  

Signature  
Senior Purchasing Agent  
Date  
5/3/18
Hall-Mark Fire Apparatus, LLC
and
REV RTC, Inc. dba Hall-Mark RTC
and
ORANGE COUNTY, FLORIDA

NOVATION AGREEMENT

This agreement is made and entered into this 22nd day of December, 2015, by and between the Hall-Mark Fire Apparatus, Inc. (“Transferor”), a limited liability company duly organized and existing under the laws of Florida with its principal office in Ocala, Florida; the REV RTC, Inc. dba Hall-Mark RTC (“Transferee”), a corporation duly organized under the laws of Delaware with its principal office in Orlando, Florida and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“County”).

The transfer to Transferee became effective November 20, 2015.

WITNESSETH:

WHEREAS, the County has entered into certain contracts with the Transferor, as shown on Attachment A hereto; and

WHEREAS, the term “Contracts,” as used in this agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made between the County and the Transferor before the effective date of this agreement, and includes all modifications made under the terms and conditions of these contracts and purchase orders between the County and the Transferee, on or after the effective date of this agreement; and

WHEREAS, as of November 20, 2015, the Transferor has transferred to the Transferee all assets of the Transferor by virtue of an Asset Purchase Agreement; and

WHEREAS, Transferee has acquired all the assets of the Transferor by virtue of the above transfer; and

WHEREAS, Transferee has assumed all obligations and liabilities of the Transferor due to Orange County under the Contracts by virtue of the above transfer; and
WHEREAS, by execution of this Novation Agreement, Transferee agrees that it shall fully perform and hereunder be liable for all obligations that may exist under the Contracts; and

NOW, THEREFORE, in consideration of the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the County that it now has or may have in the future in connection with the Contracts.

2. The Transferee agrees to be bound by and to perform each Contract in accordance with its terms and conditions. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Contracts as if the Transferee were the original party to the Contracts.

3. The Transferee ratifies all previous actions taken by the Transferor with respect to the Contracts, with the same force and effect as if the Transferee had taken the action.

4. The County recognizes the Transferee as the Transferor’s successor in interest in and to the Contracts. The Transferee, by this agreement, becomes entitled to all rights, titles, and interests of the Transferor in and to the Contracts as if the Transferee were the original party to the Contracts. Following the effective date of this agreement, the term “Contractor” or “Vendor,” as used in the Contracts, shall refer to the Transferee.

5. Except as expressly provided in this agreement, nothing in it shall be construed as a waiver of any rights of the County against the Transferor.

6. All payments previously made by the County to the Transferor, and all other previous actions taken by the County under the Contracts, shall be considered to have discharged those parts of the County’s obligations under the Contracts. All payments made by the County after the date of this agreement in the name of the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the County’s obligations under the Contracts to the extent of the amounts paid.

7. Neither the Transferor nor Transferee shall pledge the County’s credit or make it a guarantor of payment or surety for any contracts, debt, obligation, judgment, lien, or any form of indebtedness. Transferor and Transferee further warrant and represent that they have no obligations or indebtedness that would impair their ability to fulfill the terms of this agreement.

8. The Transferor and the Transferee agree that the County is not obligated to pay either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this agreement, other than those that the County in the absence of this transfer or this agreement would have been obligated to pay or reimburse under the terms of the Contracts.
9. The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee –

   a. Assumes under this agreement; or

   b. May undertake in the future should the Contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

10. The Contracts shall remain in full force and effect, except as modified by this agreement. Each party has executed this agreement as of the day and year first above written.

ORANGE COUNTY, FLORIDA

By: [Signature]

Title: Carrie Woodell, MPA, CFCM, CPPO, C.P.M.

Date: 1-17-11

Hall-Mark Fire Apparatus, LLC

By: [Signature]

Title: [Title]

Date: 12/22/15

REV RTC, Inc. dba Hall-Mark RTC

By: [Signature]

Title: Assistant Secretary

Date: 12/23/15
ESTOPPEL CERTIFICATE

To: REV RTC, Inc. dba Hall-Mark RTC, its successors and/or assigns

Re: Contract Name(s): Term Contract Y13-1056-JS Fire Apparatus
Contract Date(s): September 1, 2013
Between: Hall-Mark Fire Apparatus, LLC
and
Orange County, Florida

Gentlemen:

The undersigned, Hall-Mark Fire Apparatus, LLC, a limited liability company duly organized and existing under the laws of Florida ("Transferor"), has or is about to transfer all of its assets to REV RTC, Inc., a corporation duly organized and existing under the laws of Delaware ("Transferee"). Orange County, Florida ("County") has entered into certain contracts with the Transferor, namely those listed on Attachment A hereto. The term "Contracts," as used in this certificate, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications made between the County and the Transferor before December ___, 2015. The County has requested that the Transferor deliver this Estoppel Certificate to the Transferee. The Transferor, as a party to the Contracts, hereby certifies to the Transferee, it successors, and assigns, as of the date hereof as follows:

1. The Contracts are in full force and effect (or the Contracts have expired). The Contracts have not been amended, modified or supplemented, except as follows (if none, state none):

   NONE

   The Contracts, as amended (if amended), represent the entire agreement between the Transferor and the County.

2. The amount the County or Transferor has paid or is currently paying under the Contracts shall not exceed $28,275,000.00:

3. The commencement date of the Contracts was 9/1/2013, and the Contracts terminate on 8/31/2018. The County has the following renewal or extension options (if none, state none): Contract may be renewed for two (2) additional (12) twelve month periods.

4. No default on the part of Transferor or County exists under the Contracts. No event that with the giving of notice or the passage of time, or both, that would constitute a default by Transferor or County under the Contracts has occurred. The County has no offset, defense, deduction or claim against Transferor.

5. The County has not assigned, sublet or transferred its interest in the Contracts, or any part thereof.
6. No bankruptcy or insolvency proceedings are pending by or against the County.

7. There is no outstanding material dispute of any nature between the County and the Transferor with respect to the Contracts.

The statements contained herein may be relied upon by Transferee and Transferee’s assigns. The undersigned person hereby certifies that he or she is duly authorized to execute and deliver this Estoppel Certificate on behalf of Transferor.

DATED this 21st day of December, 2015.

TRANSFEROR
Hall-Mark Fire Apparatus, LLC

By: ____________________________

Name: William O. Alm

Title: VP/General Manager
AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared William Alm, who upon being sworn deposed and stated as follows:

1. My name is William Alm and I am the Owner of Hall-Mark Fire Apparatus, LLC ("Transferor"). I have signed this affidavit for the Transferor and certify that this affidavit was duly signed for and on behalf of the Transferor by authority of its governing body and within the scope of its corporate powers. I have personal knowledge of the matters stated in this affidavit. I am above the age of 18 years.

2. The Transferor has entered into subcontracts with subcontractors and/or suppliers under the "Contracts," as this term is used in the Novation Agreement entered into on December ____, 2015 by and between the Transferor, Hall-Mark Fire Apparatus LLC and Orange County, Florida.

3. Among said subcontractors and/or suppliers, the following one(s) have either not been paid or have been partially paid for their goods and/or services under the Contracts: See Attachment B hereto.

FURTHER AFFIANT SAYETH NOT.

(Signature)

William D. Alm
(Printed Name)

STATE OF FLORIDA
COUNTY OF FL
SWORN TO AND SUBSCRIBED before me this 22nd day of Dec. 2015 by William Alm, who is ☑ personally known to me or ☐ produced ___________________________ as identification:

(Name typed, printed or stamped)
Notary Public, State of FL
Commission No.: FF185190
My Commission Expires: 1/23/19
Request for Taxpayer Identification Number and Certification

1. Name (as shown on your income tax return. Name is required on this line; do not leave this line blank).
   REV RTC, Inc. f/k/a AVS RTC, Inc.

2. Business name/disregarded entity name, if different from above
   d/b/a Hall-Mark RTC

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:
   - Individual/sole proprietor or single-member LLC
   - Corporation (C corporation)
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C corporation, S corporation, or partnership)
   - Note. For a single-member LLC that is disregarded, do not check LLC. Check the appropriate box in the line above for the tax classification of the single-member owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)
   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)

5. Address (number, street, and apt. or suite no.)
   725 SW 46th Avenue

6. City, state, and ZIP code
   Ocala, Fl. 34474

7. List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because:
   a) I am exempt from backup withholding, or
   b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or
   c) The IRS has notified me that I am not subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here
Signature of U.S. person
Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or another amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you may be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filed-out form, you:
1. Certify that the TIN you are giving is correct (you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.
TERM CONTRACT
Y13-1056-JS
FIRE APPARATUS

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

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

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

2. SERVICES

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

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

3. PAYMENTS TO CONTRACTOR

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

B. Invoices received from the CONTRACTOR pursuant to this contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the contract and then will be sent to the Finance Department for payment. Invoices must reference this contract number. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.
C. **Final Invoice:** In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

2. **PRICE/DELIVERY**

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

3. **FEDERAL AND STATE TAX**

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

The COUNTY has the following tax exemption certificates assigned.

A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;

B. Florida Sales and Use Tax Exemption Certificate No. 58-12-090729-53C.

4. **CONFLICT OF INTEREST**

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

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

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

6. **UNIFORM COMMERCIAL CODE**

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

7. **AVAILABILITY OF FUNDS**

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

8. **COPIES**

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

9. **PATENTS AND ROYALTIES**

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

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

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

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

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

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

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

11. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

12. SUCCESSORS AND ASSIGNS

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

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

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

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

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

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

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

14. **TOBACCO FREE CAMPUS**

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

15. **LICENSES AND PERMITS**

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

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

2. **DELIVERY**

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

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

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

3. **LIQUIDATED DAMAGES**

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

A. Termination for Default:

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

1. provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards.

2. deliver the supplies or to perform the services within the time specified in this contract or any extension.

3. make progress so as to endanger performance of this contract.

4. perform any of the other provisions of this contract.

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

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

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

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

B. Termination for Convenience:

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

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

5. AS SPECIFIED

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

6. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

7. SAFETY REGULATIONS

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

8. PAYMENT

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

A. The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the CONTRACTOR from furnishing a complete unit.

B. All equipment must be new or current model in production and carry standard warranties. The CONTRACTOR must service all equipment prior to delivery.

C. The CONTRACTOR must be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being bid. Dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the general public in the usual course of business.

D. The CONTRACTOR must maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay. Failure to meet and maintain these requirements, in the COUNTY'S sole opinion, may be cause for contract termination.

10. **WARRANTY**

The CONTRACTOR shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship as stated and specified herein immediately upon written notice from the COUNTY'S authorized representative. The CONTRACTOR shall be responsible for either repairing the equipment on site or transporting the equipment to their repair facility at no cost to the COUNTY. All warranty provisions of the Uniform Commercial Code shall additionally apply.
**Standard Warranty:** The fire apparatus manufacturer shall provide a full two (2) year standard warranty for the complete apparatus. All components manufactured by the apparatus manufacturer shall be covered against defects in materials and workmanship for a two (2) year period from time of delivery and acceptance. All components covered by separate manufacturer/suppliers including, but not limited to engines (minimum five (5) year, 100,000 miles), transmissions (minimum five (5) year, unlimited miles), axles and brakes (minimum one (1) year), tires and batteries shall maintain the warranty as provided by the component manufacturer/supplier. A copy of the standard warranty and all component parts warranties shall be provided upon delivery of the fire apparatus.

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

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

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

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

**Paint and Corrosion Warranty:** The apparatus manufacturer shall provide a full ten (10) year paint and lifetime corrosion perforation warranty. This warranty shall cover paint peeling, cracking, blistering, and corrosion provided the vehicle is used in a normal and reasonable manner.
Paint shall be covered 100% for ten (10) years and corrosion perforation shall be covered 100% for the life of the vehicle. Corrosion perforation is defined as complete penetration through the exterior metal of the apparatus. The warranty period shall begin upon delivery of the apparatus to the original user-purchaser. A copy of the warranty document shall be provided with the proposal.

11. **MANUALS**

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

- **Operation Manual** 2 copies
- **Parts Manual** 2 copies
- **Repair Manual** 2 copies

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

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

12. **PROTECTION OF PROPERTY/SECURITY**

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

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

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

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

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

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

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

Required Coverage:

1. **Workers' Compensation** - The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than $100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the COUNTY. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).

2. **Commercial General Liability** - The Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than $1,000,000 (one million dollars) per occurrence. Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

3. **Business Automobile Liability** - The Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than $500,000 (five hundred thousand dollars) per accident. In the event the Contractor does not own automobiles the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
4. Garagekeeper's Legal Liability - The CONTRACTOR shall maintain Garagekeeper's Legal Liability at a limit not less than $500,000.00 per occurrence against Comprehensive and Collision/Upset causes of loss. When a per vehicle sublimit applies, the minimum sublimit shall not be less than $50,000.00 per vehicle.

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

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

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

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

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

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

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

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

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

14. **CONTRACT TERM/RENEWAL**

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

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

B. The initiating COUNTY department(s) shall issue delivery (purchase) orders against the term contract on an "as needed" basis.

C. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR'S and the COUNTY'S rights and obligations with respect to that order to the extent as if the order were completed during the contract's performance period.
15. **MANUFACTURER’S LIST PRICE**

   A. The contract shall be in the form of one fixed (across the board) discount off current Manufacturer’s List Price only.

   B. The CONTRACTOR shall furnish Purchasing and Contracts Division and each requesting division, immediately upon award, current Manufacturer’s List Price, properly identified as to price and column designation for each category and clearly reflecting each respective awarded discount in one of the following methods:

   1. Electronic email (List shall be in Word or Excel for Windows file)
   2. Internet link
   3. Windows 2000 compatible disk (List shall be in Word or Excel for Windows file)

   B. Price Adjustment – Discount off Manufacturer’s List Price shall remain the same throughout the life of the contract. Changes to manufacturer’s price lists may be submitted to the Purchasing and Contracts Division for consideration. Upon receipt of written acceptance from the County, awarded vendor(s) shall furnish new Manufacturer’s List Price to all using divisions.

16. **LABOR FOR NON-WARRANTY WORK**

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

17. **DISCOUNTS/REBATES/INCENTIVES**

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

18. **MOST FAVORABLE CUSTOMER PRICING**

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

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

20. **USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES**

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

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

21. **TRADE-INS**

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

22. **RECORDS MANAGEMENT**

The CONTRACTOR shall be responsible for preparing and maintaining a record file of parts and assemblies used to manufacture each apparatus. These records shall be maintained in the factory of the CONTRACTOR for a minimum of twenty (20) years. Files will contain copies of any and all reported deficiencies, all replacement parts required to maintain the apparatus and original purchase documents including, but not limited to, specifications, contract, invoices, incomplete chassis certificates, quality control reports, final delivery acceptance, etc. The COUNTY shall have access to all documents in the record file upon request.
A. A pre-construction conference shall be coordinated between the COUNTY and the CONTRACTOR to review each apparatus order prior to apparatus construction. The pre-construction conference shall include, but not be limited to, review of specifications and drawings with the CONTRACTOR'S engineering staff to ensure a complete understanding of all apparatus requirements.

B. A mid-point inspection meeting shall be coordinated between the COUNTY and the CONTRACTOR prior to "body load". The mid-point inspection shall include, but not be limited to, inspection of the chassis, body, wiring, etc. to ensure compliance with specifications.

C. A final inspection shall be coordinated between the COUNTY and the CONTRACTOR prior to apparatus delivery. The final inspection shall take place when the apparatus construction is complete and shall include, but not be limited to, a full and thorough performance test and evaluation of the apparatus and all integrated systems and verification that all specifications have been met. The CONTRACTOR shall provide any and all information necessary to facilitate the final inspection including any third party certifications.

Should the apparatus be found not ready for delivery, the CONTRACTOR shall bear any and all expenses for any additional inspection visits by the COUNTY to the CONTRACTOR’S facility.
SPECIFICATIONS/SCOPE OF SERVICES

APPARATUS

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

FACTORY TRAINING

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

FACTORY AUTHORIZED SERVICE CENTER

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

RESPONSE TIMES

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

PARTS

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

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

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

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

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

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

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

Topcoat & Appearance:
Gloss, Color Retention, Cracking

<table>
<thead>
<tr>
<th>Period</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 72 months</td>
<td>100%</td>
</tr>
<tr>
<td>73 to 120 months</td>
<td>50%</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Period</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 36 months</td>
<td>100%</td>
</tr>
<tr>
<td>37 to 84 months</td>
<td>50%</td>
</tr>
<tr>
<td>85 to 120 months</td>
<td>25%</td>
</tr>
</tbody>
</table>

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

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

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

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

*Negotiable based upon type of unit.
HALL-MARK FIRE APPARATUS, INC.

BY: William D. AIM

TITLE: VP/General Manager

DATE: 8/30/13

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

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

DATE: 4/7/13
Company Name: Hall-Mark Fire Apparatus Inc

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH CONTRACT.

TIN#: ____________________________ D-U-N-S® # ____________________________

3431 NW 27th Ave  Ocala
(Street No. or P.O. Box Number) (Street Name) (City)

Marion FL  34475
(County) (State) (Zip Code)

Contact Person: Nate Gilman

Phone Number: (381) 303-3970  Fax Number: (352) 629-3744

Email Address: ngilman@hall-markfire.com

EMERGENCY CONTACT

Emergency Contact Person: Nate Gilman

Telephone Number: (352) 629-6305  Cell Phone Number: (381) 303-3970

Residence Telephone Number: (457) 977-7927
AUTHORIZED SIGNATORIES/NEGOTIATORS

The Contractor represents that the following persons are authorized to sign bids, proposals, negotiate and/or sign contracts and related documents to which the Contractor will be duly bound:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Telephone Number/Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>William Allen</td>
<td>VP/GM</td>
<td>(352) 629-1630</td>
</tr>
<tr>
<td>James Hall</td>
<td>President</td>
<td>(352) 629-1630</td>
</tr>
</tbody>
</table>

(Signature) 8/30/13

VP/GM

(Name of Business)

The Contractor shall complete and submit the following information with the contract:

Type of Organization

- [ ] Sole Proprietorship  [x] Partnership  [ ] Non-Profit
- [ ] Joint Venture  [x] Corporation

State of Incorporation: FL

Principal Place of Business (Florida Statute Chapter 607):  Ocala marion FL

City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE CONTRACTOR'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is 59-31790 36
CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

[✓] To the best of our knowledge, the undersigned Contractor has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[ ] The undersigned Contractor, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

[✓] The undersigned Contractor has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[ ] The undersigned Contractor, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Hall-Mark Fire Apparatus, Inc
COMPANY NAME

AUTHORIZED SIGNATURE

William D. Alm
NAME (PRINT OR TYPE)

VP/Alm
TITLE

Failure to check the appropriate blocks above may result in cancellation of the contract. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, result in cancellation of the contract.
E VERIFICATION CERTIFICATION

Contract Number Y13-1056-JS

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under Contract Number Y13-1056-JS, Fire Apparatus, within the state of Florida.

NAME OF CONTRACTOR: Hall-Mark Fire Apparatus, Inc

ADDRESS OF CONTRACTOR: 3431 NW 27th Ave

Ocala, FL 34475

AUTHORIZED SIGNATURE: ____________________________

TITLE: V.P./GENERAL MANAGER

DATE: 8/30/13
DRUG-FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that Hall-Mark Fire Apparatus, Inc. does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

Bidder's Signature

Date 8/30/13
RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY IS THE PRINCIPAL OR PRIMARY PROPOSER

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Proposer and shall be submitted to the Purchasing and Contracts Division by the Proposer.

In the event any information provided on this form should change, the Proposer must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON PROPOSER:

Legal Name of Applicant:

Hall-Mark Fire Apparatus, Inc

Business Address (Street/P.O. Box, City and Zip Code):

3431 NW 27th Ave
Ocala, FL 34475

Business Phone: (352) 629-6305
Facsimile: (352) 629-3744

INFORMATION ON PROPOSER’S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)

Name of Applicant’s Authorized Agent:

__________________________________________________________________________

Business Address (Street/P.O. Box, City and Zip Code):

__________________________________________________________________________

__________________________________________________________________________

Business Phone: ( )________________________
Facsimile: ( )________________________
Part II

IS THE PROPOSER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ☑ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE PROPOSER’S EMPLOYEE?

___ YES ☑ NO

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ☑ NO

If you responded “YES” to any of the above questions, please state with whom and explain the relationship.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

(Use additional sheets of paper if necessary)
Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

______________________________
Signature of Bidder

8/30/13
Date

Printed Name and Title of Person completing this form:

William D. Alm

VP/Dir

STATE OF Florida

COUNTY OF Marion

I certify that the foregoing instrument was acknowledged before me this 30 day of August, 2013 by William D. Alm. He/she is personally known to me or has produced __________________ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 30 day of August, in the year 2013.

Charline M. Spiker
Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: 1/23/2015

______________________________
Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.
ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal’s authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: 
This is a Subsequent Form: __________

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): 

William D. Allen

Name and Address of Principal’s Authorized Agent, if applicable: ________________________________

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: ______________________________________
   Are they registered Lobbyist? Yes ___ or No X

2. Name and address of individual or business entity: ______________________________________
   Are they registered Lobbyist? Yes ___ or No X

3. Name and address of individual or business entity: ______________________________________
   Are they registered Lobbyist? Yes ___ or No X

4. Name and address of individual or business entity: ______________________________________
   Are they registered Lobbyist? Yes ___ or No X

5. Name and address of individual or business entity: ______________________________________
   Are they registered Lobbyist? Yes ___ or No X

6. Name and address of individual or business entity: ______________________________________
   Are they registered Lobbyist? Yes ___ or No X

7. Name and address of individual or business entity: ______________________________________
   Are they registered Lobbyist? Yes ___ or No X

8. Name and address of individual or business entity: ______________________________________
   Are they registered Lobbyist? Yes ___ or No X
Part II

Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" does not include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. You need not include de minimus costs (under $50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.

<table>
<thead>
<tr>
<th>Date of Expenditure</th>
<th>Name of Party Incurred Expenditure</th>
<th>Description of Activity</th>
<th>Amount Paid</th>
</tr>
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<tr>
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</tr>
</tbody>
</table>

TOTAL EXPENDED THIS REPORT $  

Page 2
Part III

Original signature and notarization required

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 8/30/13
Signature of □ Principal or □ Principal's Authorized Agent
(check appropriate box)

Printed Name and Title of Person completing this form:

William D. Alm  VP

STATE OF Florida
COUNTY OF Marion

I certify that the foregoing instrument was acknowledged before me this 30 day of August, 2013 by William D. Alm. He/she is personally known to me or has produced as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 30 day of August, in the year 2013.

Signature of Notary Public
Charm M. Sailer
Notary Public for the State of Florida
My Commission Expires: 1/31/2015

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.
LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: __________________________

Workers' Compensation Carrier: ______________________________

A.M. Best Rating of Carrier: _________________________________

Inception Date of Leasing Arrangement: _______________________

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: Hall Fire Apparatus, Inc

Signature of Owner/Officer: ________________________________ Date: 8/30/13

Title: VP/EM Date: 8/30/13
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Charles L. Crane Agency Co.
100 N Broadway, Ste 900
Saint Louis, MO 63102

CONTACT NAME: CONTACT NUMBER:
(314) 241-8700
FAX: (314) 444-4970

INsURED
Hall-Mark Fire Apparatus
Mr. Bill Alm
3431 NW 27th Avenue
Ocala, FL 34475

INSURER(S) AFFORDING COVERAGE

<table>
<thead>
<tr>
<th>INSURER</th>
<th>NAIC #</th>
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<tbody>
<tr>
<td>Charter Oak Fire Insurance Co.</td>
<td>25615</td>
</tr>
<tr>
<td>Travelers Prop Cas Co of Amer</td>
<td>25674</td>
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<tr>
<td>Atlantic Casualty Insurance Co</td>
<td>42846</td>
</tr>
</tbody>
</table>

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL SUBR</th>
<th>WAD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>X</td>
<td>CLAIMS-MADE</td>
<td>Y660282D7921COF13</td>
<td>4/15/2013</td>
<td>4/15/2014</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>OCCUR</td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (EA occurrence): $300,000</td>
</tr>
<tr>
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<td>MED EXP (Any one person): $10,000</td>
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<td></td>
<td>PERSONAL &amp; ADV INJURY: $1,000,000</td>
</tr>
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<td></td>
<td></td>
<td>GENERAL AGGREGATE: $2,000,000</td>
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<td></td>
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<td>PRODUCTS - COMPO &amp; AGG: $2,000,000</td>
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<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>X</td>
<td>NON-OWNED</td>
<td>GA282D792113CAG</td>
<td>4/15/2013</td>
<td>4/15/2014</td>
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<td></td>
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<td>SCHEDULED</td>
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<td>AGGREGATE: $1,000,000</td>
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<td>NON-OWNED</td>
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<td>COMP &amp; COLL</td>
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<td>4/15/2013</td>
<td>4/15/2014</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>CLAIMS-MADE</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Orange County Board of County Commissioners and Contract Division is included as an additional insured as respects General Liability coverage. Waiver of subrogation applies unless allowed by law.

CERTIFICATE HOLDER
Orange County Board of County Commissioners & Contract Div
400 E. South Street
Orlando, FL 32801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
W. Pinard

© 1998-2010 ACORD CORPORATION. All rights reserved.
This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS</td>
</tr>
<tr>
<td>PURCHASING AND CONTRACTS DIVISION</td>
</tr>
<tr>
<td>400 E. SOUTH STREET</td>
</tr>
<tr>
<td>ORLANDO, FL 32801</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of you ongoing operations; or

B. In connection with your premises owned by or rented to you.
Charter Oak Fire Insurance Company

A.M. Best #: 002016  NAIC #: 25615  FEIN #: 00291290
Address: One Tower Square
         Hartford, CT 06183
         United States
Web: www.travelers.com
Phone: 800-277-0111
Fax: 860-277-7002

Based on A.M. Best's analysis, 058470 - Travelers Companies, Inc. is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

<table>
<thead>
<tr>
<th>Financial Rating</th>
<th>View Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rating:</td>
<td>A+ (Superior)</td>
</tr>
<tr>
<td>Affiliation Code:</td>
<td>g (Group)</td>
</tr>
<tr>
<td>Financial Size Category:</td>
<td>XV ($2 Billion or greater)</td>
</tr>
<tr>
<td>Outlook:</td>
<td>Positive</td>
</tr>
<tr>
<td>Action:</td>
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<tr>
<td>Effective Date:</td>
<td>May 30, 2013</td>
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<tr>
<td>Initial Rating Date:</td>
<td>June 30, 1996</td>
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Long-Term Issuer Credit Rating

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<tr>
<th>Long-Term</th>
<th>View Definition</th>
</tr>
</thead>
<tbody>
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<td>aa</td>
<td></td>
</tr>
<tr>
<td>Outlook:</td>
<td>Positive</td>
</tr>
<tr>
<td>Action:</td>
<td>Affirmed</td>
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<tr>
<td>Effective Date:</td>
<td>May 30, 2013</td>
</tr>
<tr>
<td>Initial Rating Date:</td>
<td>April 18, 2005</td>
</tr>
</tbody>
</table>

Reports and News

Visit Best's News and Analysis site for the latest news and press releases for this company and its A.M. Best Group.

AMB Credit Report - Insurance Professional - Includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 7/2/2013 (represents the latest significant change).

Historical Reports are available in AMB Credit Report - Insurance Professional Archive.

Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.


- Single Company - five years of financial data specifically on this company.
- Comparison - side-by-side financial analysis of this company with a peer group of up to five other companies you select.
- Composite - evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.

Best's Key Rating Guide Presentation Report - includes Best's Financial Strength Rating and financial data as provided in the most current edition of Best's Key Rating Guide products. (Quality Cross Checked).

Financial and Analytical Products

Best's Insurance Reports - Online - P/C, US & Canada
Best's Key Rating Guide - P/C, US & Canada
Best's Statement File - P/C, US
Best's Executive Summary Report - Comparison - Property/Casualty
Best's Executive Summary Report - Composite - Property/Casualty
Best's Statement File - Global
Best's Regulatory Center Market Share Reports
Best's State Lynx - P/C, US
Best's Insurance Expense Exhibit (IEE) - P/C, US
Best's Schedule P (Loss Reserve) - P/C, US
Best's Regulatory Center
Best's Schedule D (Corporate Bonds) - US
Best's Schedule D (Municipal Bonds) - US
Best's Schedule F (Reinsurance) - P/C, US

European Union Disclosures

A.M. Best Company and its subsidiaries are not registered as External Credit Assessment Institutions (ECAI) in the European Union (EU). Credit ratings issued by A.M. Best Company and its subsidiaries can not be used for regulatory purposes in the EU as per Directive 2000/48/EC.

Travelers Property Casualty Co of Amer

A.M. Best #: 004881  NAIC #: 25674  FEIN #: 362719165
Address: One Tower Square
Harford, CT 06183
United States
Web: www.travelers.com
Phone: 800-277-0111
Fax: 800-277-7002

Based on A.M. Best's analysis, 058470 - Travelers Companies, Inc. is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

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<tr>
<th>Financial Strength Rating</th>
<th>View Definition</th>
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<tbody>
<tr>
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<td>A+ (Superior)</td>
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<td>Affiliation Code:</td>
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<td>Financial Size Category:</td>
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<td>May 30, 2013</td>
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<tr>
<td>Initial Rating Date:</td>
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Long-Term Issuer Credit Rating

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<th>Long-Term:</th>
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<tbody>
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<td>May 30, 2013</td>
</tr>
<tr>
<td>Initial Rating Date:</td>
<td>April 18, 2005</td>
</tr>
</tbody>
</table>

Reports and News

Visit Best's News and Analysis site for the latest news and press releases for this company and its A.M. Best Group.

Best's Credit Rating Analyst

Office: A.M. Best Company, Oldwick NJ
Senior Financial Analyst: Michael W. Russo
Assistant Vice President: Michael J. Lagomarsine, CFA

Best's Key Rating Guide Presentation Report - includes Best's Financial Strength Rating and financial data as provided in the most current edition of Best's Key Rating Guide products. (Quality Cross Checked).

Financial and Analytical Products

Best's Insurance Reports - Online - P&C, US & Canada
Best's Key Rating Guide - P&C, US & Canada
Best's Statement File - P&C, US
Best's Executive Summary Report - Comparison - Property/Casualty
Best's Executive Summary Report - Composite - Property/Casualty
Best's Statement File - Global
Best's Regulatory Center Market Share Reports
Best's State Line - P&C, US
Best's Corporate Changes and Retirements - P&C, US/CN
Best's Insurance Expense Exhibit (IEF) - P&C, US
Best's Schedule P (Loss Reserves) - P&C, US
Best's Regulatory Center
Best's Schedule D (Corporate Bonds) - US
Best's Schedule D (Common Stocks) - US
Best's Schedule D (Municipal Bonds) - US
Best's Schedule E (Reinsurance) - P&C, US
Atlantic Casualty Insurance Company

A.M. Best #: 001760  NAIC #: 43846  FEIN #: 561392514
Address: P.O. Box 8010
Goldsboro, NC 27533-2027
United States
Web: www.atlanticcasualty.net
Phone: 919-758-3200
Fax: 919-751-1042

Based on A.M. Best's analysis, 050955 - Robert W. Strickland Ltd Liability Co. is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

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<th>View Definition</th>
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<th>Long-Term Issuer Credit Rating</th>
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<td>May 14, 2007</td>
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Reports and News

Visit Best's News and Analysis site for the latest news and press releases for this company and its A.M. Best Group.

- **AM Best Credit Report - Insurance Professional** - Includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary. Detailed business overview and key financial data. Report Revision Date: 05/30/2013 (represents the latest significant change).
- **Historical Reports** are available in **AM Best Credit Report - Insurance Professional Archive**.

- **Best's Executive Summary Reports (Financial Overview)** - Available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance ratios including profitability, liquidity, and reserve analysis.
  - **Single Company** - five years of financial data specifically on this company.
  - **Comparison** - side-by-side financial analysis of this company with a peer group of up to five other companies you select.
  - **Composite** - evaluates this company's financial against a peer group composite. Report displays both the average and total composite of your selected peer group.

- **Best's Key Rating Guide Presentation Report** - Includes Best's Financial Strength Rating and financial data as provided in the most current edition of **'s Key Rating Guide products**.

Financial and Analytical Products

- **Best's Insurance Reports - Online**
- **Best's Key Rating Guide - U.S. & Canada**
- **Best's Statement File - P&C, US**
- **Best's Executive Summary Report - Composite - Property/Casualty**
- **Best's Executive Summary Report - Comparison - Property/Casualty**
- **Best's Statement File - Global**
- **Best's State Line - P&C, US**
- **Best's Regulatory Center Market Share Reports**
- **Best's Insurance Expense Exhibit (BE®) - P&C, US**
- **Best's Schedule P (Loss Reserves) - P&C, US**
- **Best's Regulatory Center**
- **Best's Schedule D (Corporate Bonds) - US**
- **Best's Schedule D (Common Stocks) - US**
- **Best's Schedule D (Municipal Bonds) - US**
- **Best's Schedule F (Reinsurance) - P&C, US**
- **Best's Schedule DA (Short-Term Investments) - P&C & L/H, US**

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8/20/2013
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. It does not constitute an approval or endorsement by the issuing insurance. The certificate holder is in an additional insurable (the policy issued) must be endorsed. If subsequent written amplification is desired, it should be obtained in writing.

Date

Prepared for: Key Insurance Company

Insurer: FLC

Certificate Number: 91-29-2096

Address: 173 SW 1st Street

 scenic: 5/23/2012

City: Ft. Lauderdale

State: FL

ZIP: 33301

Phone: (954) 768-0901

Fax: (954) 768-2099

License No. (297) 588-0929

Policy No. (297) 588-0929

مام: Ft. Lauderdale

Certification is not an approval or endorsement by the issuing insurance. The certificate holder is in an additional insurable (the policy issued) must be endorsed. If subsequent written amplification is desired, it should be obtained in writing.
Insured Name: HALL-MARK FIRE APPARATUS, INC.
Policy Number: 001-WC12A-69367
Agency Name: 1602, Insurance Office of America Inc

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

All persons or organizations that, in a written contract executed by both parties prior to the date of the injury covered by this policy, require you to obtain this agreement from us.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise noted.

Issued by: FCCI Insurance Company 24570
Endorsement Number: 0000014
Effective Date: 7/02/13       Date issued: 7/08/13

Countersigned by_________________________  Authorized Representative

WC 00 03 13
Copyright 1983 National Council on Compensation Insurance
E20201, 604
EXHIBIT D

WORKERS COMPENSATION AND EMPLOYEES LIABILITY
INSURANCE POLICY WC 00 03 13

2ND Reprint Effective April 1, 1984 Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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this policy. We will not enforce our right against the person or organization named in
the Schedule. (This agreement applies only to the extent that you perform work under a
written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in
the Schedule.

Schedule

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING AND CONTRACTS DIVISION
400 E. SOUTH STREET
ORLANDO, FL 32801


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