



CITY OF PUNTA GORDA, FLORIDA

PHONE: (941) 575-3348
FAX: (941) 575-3340

PROCUREMENT DIVISION
326 West Marion Avenue
Punta Gorda, Florida, 33950

May 31, 2016

Hall-Mark RTC
Attention: Bill Alm

RE: NOTICE OF FORMAL AWARD; SOLICITATION #R2015105/SVC-FIREVEH/1516

The City of Punta Gorda is in receipt of all contractual documents required to finalize the award of the above referenced solicitation.

The initial contract period shall be June 1, 2016 through May 31, 2019.

The Terms and Conditions in the Agreement shall apply for the above term and optional renewal period. The City reserves the right to review the Agreement on an annual basis and determine the continuance of the Agreement based on consultant performance and acceptable price adjustments requests, if any.

- ☐ An original signed agreement and the Purchase Order will be sent under separate cover.
- ☒ An original signed agreement will be sent under separate cover. Purchase Orders will be sent as they are issued.

Please contact me should you have any questions.

Sincerely,
CITY OF PUNTA GORDA

/s/

Marian H. Pace, CPPO, CPPB
Procurement Manager

Cc: Holden Gibbs, City Representative





CITY OF PUNTA GORDA
PROCUREMENT DIVISION

INTER-OFFICE MEMORANDUM

TO: Holden Gibbs, Ray Briggs, Howard Kunik
FROM: Marian Pace
DATE: May 5, 2016
SUBJECT: R2015105/SVC-FIREVEH/1516- AWARD RECOMMENDATION

Project Description: The current contract with Hall-Mark RTC will be expiring on June 1, 2016. Procurement competitively solicited proposals for preventative maintenance and repair services for fire apparatus. During this process, S FL Emergency Vehicle advised work to the ladder truck may only be performed by an authorized manufacturer's service facility. Hall-Mark is the sole service facility in the state of Florida for this manufacturer.

The City will not pay for the contractor's technician travel to and from the City facility where work is being performed. Staff will also work with Hall-Mark to better identify shipping methods to save costs on shipping of parts.

An administrative fee was negotiated for piggy-backing agencies.

Total Vendors noticed: 28 Vendors accessed solicitation: 3 Total Responses: 1
Responses Disqualified/Rejected: 0 (Refer to evaluation)

The ESC approved Hall-Mark RTC as a qualified contractor.


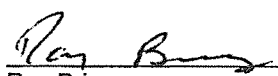
Selected Vendor: Hall-Mark RTC of Ocala, FL

☒ Est Annual Expenditure/term contract: \$20,000.00

Authority to award services:

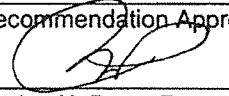
☐ Procurement Manager ☒ City Manager ☐ City Council – Meeting Date:

Recommendation Approval:

 Holden Gibbs	<u>5-17-16</u> Date	 Ray Briggs	<u>5-17-16</u> Date
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AWARD AUTHORIZATION


Recommendation Approval:


Marian H. Pace, Procurement Manager

5/17/16
Date

☒ Concur ☐ Nonconcurrence

Award Approval:


Howard Kunik, City Manager

5/31/2016
Date

☒ Concur ☐ Nonconcurrence

Item	Description	UOM	COPG & Preferred Fleet (All REV Product Emergency Fleet)	Fleet (Partial REV Product Emergency Fleet)	Retail (Non-REV Product Customer)
1	SEMI-ANNUAL PREVENTATIVE MAINTENANCE SERVICES in accordance with the scope of services and attachment A. Includes all parts, materials, labor, fluids and all other incidentals to complete the service – Includes NFPA/EVT services				
1.A	Custom Pumpers	Each	\$950.00	\$975.00	\$999.00
1.B	Aerial	Each	\$1,050.00	\$1,075.00	\$1,100.00
2	ANNUAL MAINTENANCE – Includes all PM services in Semi-Annual and a two (2) hour NFPA Compliant Performance Pump Test with written certification – Includes NFPA/EVT services				
1.A	Custom Pumpers	Each	\$950.00	\$975.00	\$999.00
1.B	Aerial	Each	\$1,650.00	\$1,900.00	\$2,100.00
3	TRANSMISSION SERVICE				
3.A	Custom Pumpers, including NON -synthetic fluids and replacement of filters and screens.	Each	\$375.00	\$400.00	\$420.00
3.B	Aerial, including NON -synthetic fluids and replacement of filters and screens.	Each	\$375.00	\$400.00	\$420.00
3.C	Custom Pumpers, including Synthetic fluids and replacement of filters and screens.	Each	\$577.50	\$603.00	\$630.00
3.D	Aerial, including Synthetic fluids and replacement of filters and screens.	Each	\$575.50	\$603.00	\$630.00
4	REPAIR LABOR RATES – The City will not compensate for travel time to City facility				
4.A	NORMAL BUSINESS HOURS - Per man hour labor charge. The City will not compensate for travel time.	Hour	\$99.00	\$105.00	\$110.00
4.B	AFTER HOURS/HOLIDAY HOURS – Per man hour labor charge. The City will not compensate for travel time.	Hour	\$148.00	\$157.50	\$165.00
5	PARTS – Minimum Discount Off MSRP/List Price for parts	Percent	5%	3%	0%
6	SUBLET SERVICES – All sublet services must prior written approval by the City. Percentage applies to Sublet Contractor's invoices to Hall-Mark. A copy of all invoices must accompany the invoice.				
	- Sublet Charges under \$1,000	Percent	10%	15%	20%
	- Sublet Charge \$1,000 or greater	Percent	5%	10%	15%

**PARTICIPATING ADDENDUM
AGREEMENT #R2015105/SVC-FIREVEH/1516**

Between _____ and Hall-Mark RTC

This Participating Addendum, **fully executed**, will add _____ as a Participating Entity to purchase from the City of Punta Gorda's Agreement #R2015105 with **Hall-Mark RTC**.

Scope: This addendum covers the Maintenance and Repair of Fire/Emergency Vehicle Apparatus for Governmental Agencies.

Primary Contact: The primary Entity contact for this Participating Addendum is as follows:

Contact: _____

Governmental Entity: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

This Participating Addendum and the CITY's Agreement, #R2015105, (administered by the City of Punta Gorda) together with its exhibits, and amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the CITY's Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the CITY's Agreement and its exhibits and amendment, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the CITY's Agreement and its exhibits and amendments shall prevail and govern in the case of any such inconsistent or additional terms.

It is understood and agreed that each Entity will place its own orders, be invoiced by the Supplier and make its own payments to the Supplier in accordance with the City's Agreement with its exhibits and amendments. It is also hereby mutually understood and agreed that the City of Punta Gorda is not a legally bound party to any contractual agreement made between the SUPPLIER and Participating Entity other than the City of Punta Gorda.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Government Entity:

Contractor:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

CITY OF PUNTA GORDA - APPROVAL TO PARTICIPATE:

Signed: _____
Mary H Pace, Procurement Manager, City of Punta Gorda

Date

PARTICIPATION IS NOT VALID WITHOUT A FULLY EXECUTED ADDENDUM

**AGREEMENT #R2015105/SVC-FIREVEH/1516
BETWEEN CITY AND CONTRACTOR**

THIS AGREEMENT is dated as of the 31st day of May in the year 2016 by and between:

The City of Punta Gorda
326 West Marion Avenue
Punta Gorda, FL 33950
(941) 575-3302

(Hereinafter "**CITY**") and

Hall-Mark RTC
725 SW 46th Avenue
Ocala, FL 34474
(352) 629-6305

(Hereinafter "**CONTRACTOR**")

The Agreement Documents consist of this executed Agreement, the complete Solicitation Package, and CONTRACTOR'S Submittal Package, and all documents that may be executed as a result of this executed agreement. City and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

CONDITIONS OF WORK/PURCHASE: All work performed or purchases made shall be in accordance with the terms and conditions of this Agreement and any attachments hereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the CITY's appropriate level of authority. Failure of CITY to object to provisions contained in any acknowledgment, document or other communications from CONTRACTOR shall not be construed as a waiver of the Agreement's terms and conditions or an acceptance of any such provision.

This Agreement and any attachments hereto, constitute the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Agreement shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only the CITY's appropriate Change Order Authority can make changes or modifications by issuance of an official change notice.

ARTICLE 1. – WORK/COMMODITIES

All work to be performed in accordance with the Agreement Documents, Exhibit A and shall be completed in a timely and professional manner. The Work under the Agreement Documents may be the whole or only a part is generally described as follows:

MAINTENANCE/REPAIR FIRE APPARATUS EQUIPMENT

ARTICLE 2. – CITY STAFF RESPONSIBILITIES

REPRESENTATIVE – Operations Chief Holden Gibbs, who is hereinafter referred to as REPRESENTATIVE will assume all duties and responsibilities and will have the rights and authority assigned to REPRESENTATIVE in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. The REPRESENTATIVE has no implied or expressed authority to amend this Agreement.

CONTRACT MANAGER - The Procurement Manager or their designee, who is hereinafter referred to as CONTRACT MANAGER will assume all duties and responsibilities and will have the rights and authority assigned to ensure contract compliance and management of the Agreement.

CONTRACT ADMINISTRATOR – Sr. Purchasing Agent or their designee, who is hereinafter referred to as CONTRACT ADMINISTRATOR shall receive and/or be copied on all correspondence between the CITY and CONTRACTOR for the project and is responsible for all records retention of Agreement correspondence.

ARTICLE 3. – TERM AGREEMENT

A. **AGREEMENT TERM:** This Agreement shall be for a three (3) year period, which shall commence June 1, 2016. The CITY retains the right to renew this initial Agreement under the same terms and conditions upon mutual agreement with the Bidder. Agreement for commodities or contractual services may be renewed for a period that may not exceed 3 years, or the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. A renewal contract

may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds.

1. The CITY reserves the right to discontinue the contract in any year of a renewal period if it is deemed to be in the best interest of the CITY.

B. NON-EXCLUSIVE AGREEMENT: No Guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end Agreement.

C. ORDERING: The CITY reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the CONTRACTOR is unable to comply therewith, the CITY reserves the right to purchase commodities/services from another source without penalty or prejudice to the CITY.

D. FISCAL YEAR PURCHASE ORDER: CONTRACTOR will receive a purchase order for each fiscal year that the Agreement is in existence at prices quoted per the Agreement.

E. APPROPRIATION OF FUNDS: If funds are not appropriated or otherwise made available to support continuation of this Agreement in any fiscal year, the CITY shall have the right to terminate the Agreement without any obligation or penalty.

ARTICLE 4. – RESPONSE TIME

A. Service contract hours are defined as:

- (1) Standard Contract Hours: Monday through Friday, excluding Holidays stated below, between the hours of 7:00 a.m. and 4:00 p.m.
- (2) After Hours/Holiday Hours: After hours for standard business days, Monday through Friday between 4:01 p.m. and 6:59 a.m., Weekends beginning Friday at 4:01 p.m. through Monday at 6:59 a.m., and holidays defined as New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and the day after, and Christmas Day.

B. The CITY and the CONTRACTOR mutually agree to a response times of:

1. Preventative Maintenance Schedule: CONTRACTOR shall provide the CITY with a Preventative Maintenance Schedule within ten (10) City business days from the award of the Agreement.
2. Scheduled Service Notification: CONTRACTOR shall provide the CITY with a minimum one (1) week notification for scheduled services. CONTRACTOR shall complete the scheduled services for each vehicle within twenty-four (24) hours of beginning service.
3. Unscheduled Services: CONTRACTOR shall respond on-site for unscheduled repair services within ten (10) business days from receiving written or verbal service request from the City. CONTRACTOR shall complete the unscheduled services for each vehicle within twenty-four (24) hours of beginning service unless both parties mutually agree to a different timeframe for repairs.
4. Out of Service Apparatus – CONTRACTOR shall place the vehicle on "TOP PRIORITY" and repairs will begin within twenty-four (24) hours of receiving notice from the CITY.
 - a. Should emergency service be required beyond the standard contract hours and is requested by the CITY, the CITY shall compensate the CONTRACTOR at the contracted overtime rate.
5. Emergency Operations Event – In the event the CITY is placed in an Emergency Event status (i.e. hurricane, flood, etc) the CONTRACTOR shall contact the CITY within twelve (12) hours of the ALL CLEAR to access damage and required repairs to the vehicles. Communication may initially be verbal; however, in order to provide proper assessment the CONTRACTOR shall be required to be on-site to inspect the vehicles within twenty-four (24) hours of initial contact.

C. Response timeframes shall begin at the time the CITY first notified the CONTRACTOR by telephone.

ARTICLE 5 - RIGHT TO REQUIRE PERFORMANCE

A. Failure of the CITY at any time to require performance by the CONTRACTOR of any provision of this Agreement shall not waive the right of the CITY thereafter to enforce same, nor waive the right of the CITY to enforce any breach of any provision of this Agreement, nor waive any succeeding breach of such provision, nor as a waiver of any provision itself.

B. In the event of a violation of any part of this Agreement by the CONTRACTOR, the CITY shall, among other remedies available under law, have the legal remedy of specific performance in order to enforce the provisions of this Agreement to prevent any interruption of service to the residents of the CITY. In the event that a dispute arises between the CITY and the CONTRACTOR relating to this Agreement, performance, or compensation hereunder, the CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by the CITY, regardless of such dispute. However, this shall not prevent the CONTRACTOR from seeking legal relief from any interpretation made by the CITY.

C. PERFORMANCE/SCHEDULE DEFICIENCIES - The CITY and the CONTRACTOR mutually agree response time compliance and performance compliance are critical and failure to provide service in accordance with this Agreement is a detriment to CITY services and the public. Therefore, the CONTRACTOR agrees to credit the CITY for deficiencies not remedied or for failure to complete the work as assigned or designated in the scope of work. Any amount deducted that is greater than the amount billed on any given invoice shall become a credit to the City, and shall be applicable to any other amounts due to the contractor.

1. Performance Deficiencies: Performance deficiencies are defined as failure to perform quality services for maintenance, repairs, or occasional installations in accordance the Agreement's specifications, installation of inferior parts and materials, or labor performed by unknowledgeable or improperly trained staff. Deduction shall equal 10% of the service performed. Failure to correct the performance deficiency by the extended deadline shall result in an additional automatic deduction of five percent (5%). The deduction(s) will reduce the CONTRACTOR's invoice and the CITY will pay according to the adjustment amount due.

2. Schedule Deficiencies: Deduction shall be automatic and in the amount of ten percent (10%) of the amount of work assigned for failure to maintain schedule for maintenance, response times or completion timelines for services. Failure to complete the work assigned by the extended deadline shall result in an additional automatic deduction of five percent (5%). The deduction(s) will reduce the CONTRACTOR's invoice and the CITY will pay according to the adjustment amount due.

D. The CITY reserves the right to cancel this AGREEMENT in its entirety should the CONTRACTOR fail to meet the response time or performance requirements five (5) times within any six (6) month period.

E. DEFICIENCY REPORTING AND RECTIFICATION PROCESS

1. The City will submit a deficiency report to the designated supervisor within twenty-four (24) hours the deficiency is reported.

2. Contractor shall be required to email notice to the City Representative indicating the deficiency has been rectified within forty-eight (48) hours from the time of receiving written notice by the City reporting the deficiency. The City will inspect and determine if the deficiency was rectified to the City's satisfaction and in accordance with the Agreement requirements.

ARTICLE 6. – CANCELLATION OF CONTRACT

A. CANCELLATION CLAUSE: This Agreement may be terminated by CITY or the CONTRACTOR should CONTRACTOR or CITY fail to provide in any substantial manner the services and/or commodities required under this Agreement, or otherwise fails to comply with the terms of this Agreement or the Agreement Documents, or violates any ordinance, regulation or other law which applies to its performance under this Agreement. The CITY or the CONTRACTOR may terminate this Agreement under this subparagraph by giving five (5) calendar days written notice. The CITY, at its option, may give CONTRACTOR a reasonable period of time to cure the noncompliance.

B. The CITY may terminate this Agreement for any reason and without cause by giving thirty (30) calendar days written notice to CONTRACTOR. Upon such termination, CONTRACTOR will be compensated for the value of the services performed and/or commodities delivered to the date of termination.

C. DELAYS AND EXCUSED PERFORMANCE/FORCE MAJEURE. CONTRACTOR shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the CONTRACTOR's control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the City's omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.

ARTICLE 7. – AGREEMENT PRICING

A. **DELIVERED PRICES:** Agreement prices are FREIGHT PREPAID AND ALLOWED/ FOB: DESTINATION: CITY FACILITY Agreement prices shall be net of all labor, materials, parts, freight, handling, delivery, surcharges, or any other incidental charges that may be required for the completion of the contract. Agreement price schedule is defined in Exhibit A.

B. **PRICING STRUCTURE:** CONTRACTOR agrees to supply the CITY the items and/or services based on the below price structure:

1. Labor and/or specific services or commodity related unit prices shall remain fixed for the first year of the Agreement.
 - a. The City will not compensate for travel time.
2. The administrative fee for parts and material shall be defined as a minimum of minimum 5% discount from MSRP/Retail price and shall remain fixed for the term of the Agreement.

C. **PRICE ADJUSTMENTS:**

1. **MAXIMUM PERCENTAGE INCREASE:** The CONTRACTOR and the CITY have agreed to establish a maximum percentage increase for the second and third years of the initial Agreement. The CONTRACTOR shall be responsible for providing written documentation supporting the requested increase to the CONTRACT ADMINISTRATOR in accordance with the Price Adjustment terms stated in this Article.

b. Second year of the initial Agreement's maximum percentage increase is defined as 5%.

c. Third year of the initial Agreement's maximum percentage increase is defined as 5%.

2. The CITY will allow one (1) price adjustment in the second year of the initial Agreement and one (1) price adjustment in the third year of the initial Agreement. It will be at the CITY's discretion to continue the second and/or the third year of the initial contract. However, additional consideration by the CITY may be given for extreme and unforeseen volatility in the marketplace as specified in section relating to "Equitable Adjustments".

3. Price adjustments during the second and third year of the initial Agreement will be allowed, but shall not exceed the maximum percentage increase proposed for that period. The requested adjustment must be submitted to the CONTRACT ADMINISTRATOR accompanied by substantiating proof of necessary increase (i.e. inflationary surge in fuel, wages, insurance or an unexpected cost increase from a supplying aggregate mine). In this event, written justification itemizing the adjustments and stating the percentage of increase must be forwarded to CONTRACT ADMINISTRATOR. CONTRACT ADMINISTRATOR will compare the requested price increase with the CPI index (Urban Consumers) South Region percent of change for the past twelve (12) months immediately preceding the date of written request. If justified and approved, this request will become effective thirty (30) days from the date the notice was received by CONTRACT ADMINISTRATOR from the CONTRACTOR for all purchases and services ordered after the effective date (thirty (30) days from City receipt of request). If the CONTRACTOR fails to justify the requested increase, CITY reserves the right to reject the price increase and cancel the balance of the contract.

4. **Equitable Adjustments:** The CITY may, in its sole discretion, make an equitable adjustment in the Agreement terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the CONTRACTOR'S control; (2) the volatility affects the marketplace or industry, not just the particular Agreement source of supply; (3) the effect on pricing or availability of supply is substantial; and (4) the volatility so affects the CONTRACTOR that continued performance of the Agreement would result in a substantial loss. Any and all equitable adjustments may be considered temporary due to the reason for adjustment. All equitable adjustments will be evaluated by the CONTRACT ADMINISTRATOR to determine if the reason for adjustment is still valid. If the reason for the adjustment is no longer valid, the CITY will terminate the adjustment and notify the CONTRACTOR.

5. The CITY reserves the right to negotiate the contract if the prices exceed the current marketplace.

6. **CONTRACT RENEWAL**

a. Price adjustment, during the optional renewal period, will be allowed. However, the CITY will allow only one (1) adjustment for each year of the renewal period. Requirements for requesting a price adjustment shall be in accordance with the Price Adjustments section above and subject to CITY approval.

b. The CITY reserves the right to negotiate the contract if the prices exceed the current marketplace.

ARTICLE 8. – INVOICING/PAYMENT TERMS

- A. The payment terms agreed upon by the CITY and CONTRACTOR are Net 30. The method of payment is credit card or check in US dollars.
- B. The City shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.
- C. INVOICES: Invoices shall bear upon their face the Purchase Order number. Invoices must state the City vehicle unit number, description of services, invoice items description (labor and parts), and must show units and unit prices. Invoices will not be paid unless and until the requirements have been fully met. Unit prices shall include all transportation and delivery charges must be prepaid in full to destination.
1. Any individual part exceeding \$200.00 net price to the City must have MSRP/LIST price documentation attached to the invoice for verifying contract pricing. The CITY reserves the right to request MSRP/List price documentation for any parts purchased.
 2. The invoice must state the MSRP/List price and Net Price to the City for all parts.
- D. LABOR TIME shall be prorated to the quarter hour (.25 hour).
- E. PRICE/SALES TAX: Unless otherwise specified herein, the unit prices herein do not include sales or use tax.

ARTICLE 9. – WARRANTY/GUARANTEES

- A. COVENANT AGAINST GRATUITIES: CONTRACTOR warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer or employee of CITY with a view toward securing this Agreement or favorable treatment with respect to any determination concerning the performance of this Agreement. In the event of breach of this warranty, CITY shall be entitled to pursue the same remedies including, but not limited to, termination, against CONTRACTOR as it could pursue in the event of CONTRACTOR's default.
- B. PRODUCTS WARRANTY. Product or material shall be warranted against any defects in materials and workmanship. This period of manufacturer's warranty shall begin to run at the time the product(s) or material(s) are received, inspected, and accepted by a representative of the CITY. A one (1) year warranty shall apply unless otherwise specified in the solicitation package.
- C. SERVICE WARRANTY. Services and/or work shall be warranted against any defects in workmanship. This period of warranty shall begin to run at the time the completed, inspected, and accepted by a representative of the CITY. A one (1) year warranty shall apply unless otherwise specified in the solicitation package.
- D. MERCHANTABILITY WARRANTY. The goods or items furnished shall be of a merchantability quality. They also shall be suitable for the particular purpose as referenced in the solicitation document and in all supporting literature relating to the goods or items being purchased.
- E. SPECIFICATION WARRANTY. The awarded CONTRACTOR warrants that all services will be in full accordance with the specifications and requirements of this solicitation document and this Agreement.

ARTICLE 10. - CHANGE ORDER TO CONTRACT

- A. All requests for changes to the resulting Agreement shall be made in writing and are subject to written acceptance by the appropriate level of City authority.
- B. The following the Change Order Authority Levels for the CITY.
1. Procurement Manager - the Procurement Manager may approve change orders in a singularly or cumulatively amount that does not exceed 25% of the total contract price with a maximum cap of fifty thousand dollars (\$50,000.00) with the exception of contracts requiring City Council's approval for an award. The Procurement Manager may authorize contract time extension in excess of five (5) days and non-monetary changes, which are not considered minor, which do not result in a change in the contract amount.
 2. City Manager - the City Manager may approve all change orders with the exception of contracts that require the City Council's approval.
 3. City Council - the City Council shall approve change orders for exemption contract that are reserved for City Council approval (i.e. Franchises, inter-local agreements, land, legal, auditing, actuarial services and medical director).
- C. The CONTRACTOR fully understands the CITY's Change Order Policy. In the event the CONTRACTOR begins work on unauthorized changes to scope prior to receiving a signed Change Order by the CITY's appropriate level of authority, they do so at their own expense and risk not being compensated by the CITY for performing unauthorized work. CITY

REPRESENTATIVE is not authorized to make implied or expresses changes to this Agreement or waive any Agreement provisions.

ARTICLE 11. - INSURANCE REQUIREMENTS

The CONTRACTOR, before commencing any work, shall provide insurance and furnish the City with a Certificate of Insurance as follows:

- THE CITY IS TO BE SPECIFICALLY INCLUDED AS AN ADDITIONAL INSURED (WITH REGARDS TO GENERAL LIABILITY). ENDORSEMENT DOCUMENTATION SHALL BE PROVIDED.
- THE AGREEMENT NUMBER "#R2015105/SVC-FIREVEH/1516" SHALL BE REFERENCED IN THE DESCRIPTION/COMMENT SECTION OF THE CERTIFICATE OF INSURANCE.
 - A CITY Division, Department or individual name shall NOT appear on the Certificate.
- THE CITY SHALL BE NAMED AS CERTIFICATE HOLDER. **PLEASE NOTE THAT THE CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**

City of Punta Gorda
326 W. Marion Avenue
Punta Gorda, Florida 33950

NO OTHER FORMAT WILL BE ACCEPTABLE.

- GENERALLY REQUIRED COVERAGE INCLUDES:
 - COMMERCIAL GENERAL LIABILITY - Not less than \$500,000 per occurrence; combined single limit for bodily injury liability and property damage liability. This shall include the following endorsements: premises and/or operations, independent contractors and products and/or completed operations, broad form property damage.
 - Business Auto Policy - Not less than \$500,000 Per Occurrence; Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership.
 - Workers Compensation – Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with a minimum of \$100,000.00 for each accident.
 - Workers Compensation Exemption Granted by the State of Florida Construction and Non-Construction –CONTRACTOR meeting the State's requirements for Construction or Non-Construction (Non-Construction for Corporations and LLC) exemption must hold a current Exemption Certificate issued by the State of Florida for the term of this Agreement.
 - Workers Compensation Exemption for Non-Construction Sole Proprietors – CONTRACTOR shall have on file the City's signed affidavit of exemption for the term of this Agreement.

Should any of the policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. CONTRACTOR shall provide notice to CITY at any time CONTRACTOR becomes aware of any cancellation or material change in the above insurance policies.

ARTICLE 12. - CONTRACTOR'S REPRESENTATIONS

A. In order to induce City to enter into this Agreement, CONTRACTOR makes the following representations and assurances:

1. CONTRACTOR must maintain current "EMERGENCY VEHICLE TECHNICIAN" certificates through the term of the Agreement. CONTRACTOR must furnish the CITY copies as new employees are hired or existing employees certification expires.
2. CONTRACTOR shall be legal to perform business within the state of Florida. If CONTRACTOR is outside of the state of Florida they hold a current Certificate of Authority issued through the Department of State and in accordance with Florida Statute 607.1501.
3. CONTRACTOR shall hold and maintain current Business Tax Receipt for CONTRACTOR's locality for the term of this Agreement. CONTRACTOR shall hold and maintain current City of Punta Gorda Business Tax Receipt for the term of this contract IF their business is physically located within the city limits.

4. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, Locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
5. CONTRACTOR shall comply with all Federal, State and Local rules, policies and ordinance in the performance of their work and document management.
6. CONTRACTOR has given CONTRACT ADMINISTRATOR written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by CONTRACT ADMINISTRATOR is acceptable to CONTRACTOR.
7. SUBCONTRACTORS – NOT AUTHORIZED
8. EQUAL EMPLOYMENT OPPORTUNITY: City of Punta Gorda, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. All bidders are hereby notified that the successful bidder (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:
- a. No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through the contract.
 - b. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - c. Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
 - d. City may require Contractor to submit reports as may be necessary to indicate non-discrimination. City officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that City shall have the right to terminate the Agreement upon receipt of evidence of discrimination.

9. Contract Work Hours/Safety Standards Act. CONTRACTOR shall be in compliance with provisions of Section 103 and Section 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented by the Department of Labor Regulations (Part V, 28CFR).

10.SAFETY COMPLIANCE. It shall be the CONTRACTOR'S sole responsibility to comply with all Local, State and Federal rules and regulations while performing work for the City. These regulations include, but are not limited to: Confined Space, Lock-out/Tag-out, Hazard Communications, Personal Protective Equipment, Excavation Safety, Respiratory Protection, and Hot Work Permits.

11.Competent Personnel. CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in this scope of work.

ARTICLE 13. – INDEMNIFICATION / LIMITS OF LIABILITY

A. **INDEMNIFICATION** The CONTRACTOR shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the CITY and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by CONTRACTOR, its agents, employees, partners, or subcontractors, provided, however, that the CONTRACTOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the CITY or a Customer.

Further, the CONTRACTOR shall fully indemnify, defend, and hold harmless the CITY and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification or CONTRACTOR's products or a Customer's operation or use of CONTRACTOR's products in a manner not contemplated by the Agreement or the purchase order. If any

product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the CONTRACTOR is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the CONTRACTOR shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The CONTRACTOR's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the CITY or Customer giving the CONTRACTOR (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at CONTRACTOR's sole expense. The CONTRACTOR shall not be liable for any cost, expense, or compromise incurred or made by the City or Customer in any legal action without the CONTRACTOR's prior written consent, which shall not be unreasonably withheld.

B. **LIMITATION OF LIABILITY.** For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under this Agreement for direct damages shall be limited to the greater of \$25,000, or the dollar amount of the purchase order, or two times the charges rendered by the Contractor under this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Agreement or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the CONTRACTOR to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The CITY and Customer may, in addition to other remedies available to them at law or equity and upon notice to the CONTRACTOR, retain such monies from amounts due the CONTRACTOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The CITY may set off any liability or other obligation of the CONTRACTOR or its affiliates to the CITY against any payments due the CONTRACTOR under any contract with the CITY.

ARTICLE 14. ADMINISTRATIVE FEE TO CITY

- A. The CONTRACTOR shall compensate the CITY in an amount equal to two percent (2%) for all services and purchases made by Entities authorized to Piggy-Back the Agreement during the Agreement term (Participating Addendum – Exhibit B). This administrative fee shall not be charged back to the piggy-backing Entities.
- B. The CONTRACTOR shall provide semi-annual spending and volume reports to the CITY's Procurement Division for all Entities purchasing from the Agreement. Semi-annual report dates are defined as: December 31 and May 31. All reports shall be delivered to the City's Procurement Division no later than the 15th day of the following month. The format of the reports may be either in hardcopy and/or in a Microsoft Excel file.
- C. The CONTRACTOR shall make annual payments for the Administrative Fee to the CITY. The payment will be based on the period of June 1 through May 31 for each contract year or a portion thereof. Payments shall be received by the CITY no later than June 30th. The annual payments shall be based on the Semi-Annual reports for the Piggy-Backing entities. The compensation shall be in a form of a business or certified check and made payable to the City of Punta Gorda. CONTRACTOR shall deliver the check to the attention of the CITY's Procurement Manager.
- D. The CONTRACTOR must not perform any services or provide parts under this Agreement to an Entity without a executed Participating Addendum signed by the City of Punta Gorda.

ARTICLE 15. - MISCELLANEOUS

- A. **PUBLIC RECORDS COMPLIANCE**
 - 1. **CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES.** Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:
 - a. Keep and maintain public records required by the CITY to perform the service.
 - i. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - ii. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. CONTRACTOR'S records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

- b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If a CONTRACTOR does not comply with the CITY's request for records, CITY shall enforce the provisions in accordance with the contract.
- c. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the CONTRACTOR does not transfer the records to CITY.
- d. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon the completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

A CONTRACTOR who fails to provide the public records to the CITY within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF PUNTA GORDA PURCHASING DIVISION CUSTODIAN OF PUBLIC RECORDS AT (941)575-3366, PGPURCH@PGORDA.US, OR 326 W. MARION AVENUE, PUNTA GORDA FL 33950.

B. CITY'S RIGHT TO AUDIT. The CITY reserves the right to audit the CONTRACTOR's records throughout the term of the Agreement and in accordance with Public Records requirement established for the retention period.

C. AUDIT DISALLOWANCES. If at any time the CITY determines that a cost for which payment has been made is a disallowed cost, such as overpayment, CITY shall notify the CONTRACTOR in writing of the disallowance. CITY shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the CONTRACTOR by the amount of the disallowance, or to require repayment of the disallowed amount by the CONTRACTOR.

D. SETTLEMENT OF DISPUTES

1. Any dispute concerning a question of fact arising under this Agreement that is not resolved by the Agreement shall be decided by the CONTRACT MANAGER, who may consider any written or verbal evidence submitted by the CONTRACTOR. The decision of the CONTRACT MANAGER, issued in writing, shall be the final decision of the CITY.
2. Neither the pendency of a dispute nor its consideration by the CONTRACT MANAGER will excuse the CONTRACTOR from full and timely performance in accordance with the terms of this Agreement.

E. SUBSTITUTIONS. In the event the CONTRACTOR, due to manufacturer or supplier discontinuing specified parts, is unable to secure sufficient supplies to fulfill all orders, the CONTRACTOR will be allowed to substitute an item of equal or better quality provided:

1. The product is sold at the contract price;
2. The CITY is contacted in writing in advance of the substitution;
3. The City retains the right to determine "equal or better quality"; and
4. The CITY gives written approval of substitution.

If the Bidder is unable to fulfill all obligations in accordance with these terms and conditions, the City may acquire the product in the open marketplace with any cost increase being the responsibility of the Bidder.

F. Material Safety Data Sheet, MSDS. In compliance with Chapter 442, Florida State Statutes, manufacturers and distributors shall supply the City with a MATERIAL SAFETY DATA SHEET (MSDS), for any and all commodities contained in this solicitation that include a toxic substance as listed on the Florida Substance List. Bidder shall include MSDS's with shipments.

G. No assignment by a party hereto of any rights under or interests in the Agreement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations,

moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Agreement Documents.

H. **JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of Florida, and the parties hereto agree that venue shall be in Charlotte County, Florida.

I. **ATTORNEY'S FEES.** In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses.

J. **CITY and CONTRACTOR** each binds himself/herself, his/her partners, successors, assigns and legal representatives to the other party hereto, his/her partners successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Agreement Documents. No assignment by a party hereto of any rights under or interests in the Agreement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Agreement Documents.

K. The CITY and the CONTRACTOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the previous terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed in full concurrence by the parties thereto.

IN WITNESS WHEREOF, the undersigned signatories declare they are authorized to enter into this Agreement and sign on behalf of their respective party. All portions of the Agreement Documents have been acknowledged by CONTRACTOR and CITY. The parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR.

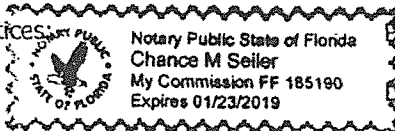
Chance M Seiler

Witness

CONTRACTOR - HALL-MARK RTC

By: [Signature]

Address for giving Notices:
725 SW 46th Avenue
Ocala, FL 34474



Print Name: WILLIAM D. ALM
Date: 5/26/16

[Signature]

Witness

CITY OF PUNTA GORDA

By: [Signature]

Address for giving Notices:
Procurement Office
326 W. Marion Avenue
Punta Gorda, FL 33950

Print Name: Howard Kunik, City Manager
Date: 5/31/2016

EXHIBIT A TO AGREEMENT – FIRE APPARATUS PM/REPAIRS
AGREEMENT # R2015105/SVC-FIREVEH/1516
INITIAL PERIOD ☒ RENEWAL PERIOD ☐ EXTENSION ☐
CONTRACT PERIOD: June 1, 2016 THRU May 31, 2019
PRICES EFFECTIVE THROUGH: May 31, 2017

Deb Adams, CONTRACT ADMINISTRATOR – dadams@pgorda.us, fax 941-575-3340, or 326 W. Marion Avenue, Punta Gorda, FL 33950 SHALL be copied on all correspondence relating to this contract.

AWARDED VENDOR: Hall-Mark RTC

PRIMARY ORDERING CONTACT INFORMATION: Lisa Scott

EMAIL: lscott@hall-markfire.com

TELEPHONE: 352-629-6305

FAX: 352-629-8760

CELL: 352-653-4800

MAILING ADDRESS: 725 SW 46th Ave, Ocala, FL 34474

ALTERNATE ORDERING CONTACT INFORMATION: George Scott

EMAIL: gscott@hall-markfire.com

TELEPHONE: same

FAX: same

CELL: 352-572-2575

PRIMARY CONTRACT CONTACT INFORMATION: Bill Alm

EMAIL: balm@hall-markfire.com

TELEPHONE: 352-629-6305

FAX: 352-629-3744

CELL: n/a

MAILING ADDRESS: same

ALTERNATE CONTRACT CONTACT INFORMATION: Chance Seiler

EMAIL: cseiler@hall-markfire.com

TELEPHONE: 352-632-6305

FAX: 352-629-3744

CELL: n/a

******AERIAL CERTIFICATION AND GROUND LADDER CERTIFICATION/HEAT LABELS ARE NOT ON CONTACT. THE CITY TO CONTRACT SEPARATELY FOR THESE SERVICES ******

PAYMENT TERMS: Net 30

ACCEPT CREDIT CARDS: ☒ Yes ☐ No

CREDIT CARD PROCESS: Department to pay invoices with credit card

MAXIMUM PERCENTAGE INCREASE: 2ND YEAR – 5% 3RD YEAR – 5%

DELIVERY TIME: Parts 1 to 7 calendar days

Service contract hours are defined as:

- 2) Standard Contract Hours: Monday through Friday, excluding Holidays stated below, between the hours of 7:00 a.m. and 4:00 p.m.
- 3) After Hours/Holiday Hours: After hours for standard business days, Monday through Friday between 4:01 p.m. and 6:59 a.m., Weekends beginning Friday at 4:01 p.m. through Monday at 6:59 a.m., and holidays defined as New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and the day after, and Christmas Day.

Response times:

- 1) Preventative Maintenance Schedule: CONTRACTOR shall provide the CITY with a Preventative Maintenance Schedule within ten (10) City business days from the award of the Agreement.

- 2) Scheduled Service Notification: CONTRACTOR shall provide the CITY with a minimum one (1) week notification for scheduled services. CONTRACTOR shall complete the scheduled services for each vehicle within twenty-four (24) hours of beginning service.
- 3) Unscheduled Services: CONTRACTOR shall respond on-site for unscheduled repair services within ten (10) business days from receiving written or verbal service request from the City. CONTRACTOR shall complete the unscheduled services for each vehicle within twenty-four (24) hours of beginning service unless both parties mutually agree to a different timeframe for repairs.
- 4) Out of Service Apparatus – CONTRACTOR shall place the vehicle on "TOP PRIORITY" and repairs will begin within twenty-four (24) hours of receiving notice from the CITY.
 - b. Should emergency service be required beyond the standard contract hours and is requested by the CITY, the CITY shall compensate the CONTRACTOR at the contracted overtime rate.
- 5) Response timeframes shall begin at the time the CITY first notified the CONTRACTOR by telephone.

DEPARTMENT REQUIREMENTS

- 1) Supervisors shall verify contract rates on all invoices prior to authorizing payment of invoices.
- 2) Prices bid shall be net of all costs for labor, material, equipment, freight, handling, surcharges, travel, transportation and all other incidental costs to deliver the services and parts purchases. NOTE: Freight for parts to be prepaid by Contractor and added to the invoice

Item	Description	UOM	COPG & Preferred Fleet (All REV Product Emergency Fleet)	Fleet (Partial REV Product Emergency Fleet)	Retail (Non-REV Product Customer)
1	SEMI-ANNUAL PREVENTATIVE MAINTENANCE SERVICES in accordance with the scope of services and attachment A. Includes all parts, materials, labor, fluids and all other incidentals to complete the service – Includes NFPA/EVT services				
1.A	Custom Pumpers	Each	\$950.00	\$975.00	\$999.00
1.B	Aerial	Each	\$1,050.00	\$1,075.00	\$1,100.00
2	ANNUAL MAINTENANCE – Includes all PM services in Semi-Annual and a two (2) hour NFPA Compliant Performance Pump Test with written certification – Includes NFPA/EVT services				
1.A	Custom Pumpers	Each	\$950.00	\$975.00	\$999.00
1.B	Aerial	Each	\$1,650.00	\$1,900.00	\$2,100.00
3	TRANSMISSION SERVICE				
3.A	Custom Pumpers, including NON -synthetic fluids and replacement of filters and screens.	Each	\$375.00	\$400.00	\$420.00
3.B	Aerial, including NON -synthetic fluids and replacement of filters and screens.	Each	\$375.00	\$400.00	\$420.00

Item	Description	UOM	COPG & Preferred Fleet (All REV Product Emergency Fleet)	Fleet (Partial REV Product Emergency Fleet)	Retail (Non-REV Product Customer)
3.C	Custom Pumpers, including Synthetic fluids and replacement of filters and screens.	Each	\$577.50	\$603.00	\$630.00
3.D	Aerial, including Synthetic fluids and replacement of filters and screens.	Each	\$575.50	\$603.00	\$630.00
4	REPAIR LABOR RATES – The City will not compensate for travel time to City facility				
4.A	NORMAL BUSINESS HOURS - Per man hour labor charge. The City will not compensate for travel time.	Hour	\$99.00	\$105.00	\$110.00
4.B	AFTER HOURS/HOLIDAY HOURS – Per man hour labor charge. The City will not compensate for travel time.	Hour	\$148.00	\$157.50	\$165.00
5	PARTS – Minimum Discount Off MSRP/List Price for parts	Percent	5%	3%	0%
6	SUBLET SERVICES – All sublet services must prior written approval by the City. Percentage applies to Sublet Contractor's invoices to Hall-Mark. A copy of all invoices must accompany the invoice.				
	- Sublet Charges under \$1,000	Percent	10%	15%	20%
	- Sublet Charge \$1,000 or greater	Percent	5%	10%	15%

1) SCOPE OF SERVICES

a) SERVICE LOCATION

- (1) Bidder shall be required to perform maintenance services and repair services at designated City locations.
- (2) In the event a service or repair cannot be performed at a City location, the City reserves the right to deliver equipment to Contractor's location or request Contractor to arrange for transporting equipment and include costs on the invoice.

b) PREVENTATIVE MAINTENANCE SERVICES

- (1) The following inspection and service shall be performed semi-annually:
 - (a) Oil and Filter Change
 - (b) Change fuel filter
 - (c) Inspection of Fire Engine to include:
 - (i) All electrical components;
 - (ii) Pump Test;
 - (iii) Engine; and
 - (iv) Transmission
- (2) The following service shall be performed annually:
 - (a) Two-hour NFPA compliant performance pump test with Certification.

- (3) Prices proposed for the semi-annual (2 times per year) and annual (1 time per year) services shall include all labor, materials, parts, equipment, fluids, and any other incidentals that may be required to complete the scope of service. Items excluded are strobe or mercury vapor lights.
- (4) A service report and an Annual Performance Certificate shall be supplied to the City after service or annual performance pump test is performed. The report shall include all points of inspection as well as anything that the service technician repairs or recommends to be repaired.
- (5) Refer to the attached checklist (Attachment A) for minimum services and inspections to be provided for each maintenance service.
 - (a) Bidder may provide additional services and inspections above the City established minimum level of service. Bidder shall disclose in their submittal packages additional services proposed, which are not included in the City's minimum level of service.

c) REPAIR SERVICES

- (1) The Bidder shall be required to provide repair services as approved by the City.
 - (a) A written estimate for labor and parts shall be furnished to the City prior to beginning work for all repairs exceeding \$1,000.00. Work shall not commence until the Offeror has received written approval from the City.
- (2) The Bidder shall indicate their applicable repair cost, minimum service fee and cost for replacement parts in the Bid Line Item section of the on-line Bid Request.
- (3) Out of Service Apparatus: It will be the City's option to waive the written estimate requirement. Examples of "Out of Service Apparatus" are: Pump does not work; Truck inoperable; and/or Apparatus is at risk of further damage.

d) EMERGENCY OPERATIONS SUPPORT

- i) The Contractor shall be responsible for providing service and repairs after an emergency event such as a hurricane.
- ii) Contractor shall be responsible to begin repairs upon approval by the City. Repairs not performed due to lack of parts shall be completed immediately upon the Contractor's receipt of the parts.
- iii) Compensation for services shall be based on the Emergency Operations – Standard Contract Hours and Emergency – After hours/Emergency Contract Hours rates, and the applicable discount from retail or manufacturer's price list.

e) PARTS

- i) Parts furnished under the contract shall be the latest improved parts in current production, as offered to commercial trade, shall be of quality material and shall equal that of original manufacturer parts. Original Equipment Manufacturer (OEM) parts are preferred. Used, shopworn, demonstrator, prototype, reconditioned or discontinued parts or materials are not acceptable. The warranty period for Contractor provided materials shall be for a period of one year after acceptance of work or within the manufacturer's warranty, whichever is greater. The warranty period shall commence upon date of acceptance by the City. Contractor shall provide the City Representative with all manufacturers' warranty documents. Parts replaced shall be retained by the City unless otherwise given to the Contractor.
- ii) Hazardous Materials: The vendor shall properly dispose of all hazardous materials inclusive of, but not limited to, used/contaminated fuels, lubricants and filters, in accordance with Federal, State, and local laws and ordinances. The vendor shall provide the City, a copy of a standard form of transportation manifest showing that all used/contaminated fuels, lubricants and filters were properly handled and disposed of during each occurrence.
- iii) The City will not compensate the Offeror for surcharges, taxes or hazardous material disposal fees.

f) EQUIPMENT LISTING

- i) Current Fleet

- (1) One each – 2004 E-1 Quint Aerial Trucks
- (2) Two each – 2003 E-1 Typhoon Custom Pumpers
- (3) One each – 1997 Pierce Saber Custom Pumper
- ii) The City reserves the right to add or delete equipment at any time during the contract period. Procurement and the contractor will negotiate applicable PM service rates as may be required.
- g) PERFORMANCE OF SERVICES
 - i) The Contractor shall direct their technicians that they will be required to check in and out of City facilities with the stated City Representative or their designee. They are to advise the City Representative or designee of their arrival. Upon leaving the facility, the technician shall provide the City Representative or designee with a work order detailing the explanation of the problem and corrective action taken or repairs made.
 - ii) Any unsafe conditions that may be a safety hazard or a detriment to the continued operation of any system shall be reported immediately to the location City Representative, or the designee.
 - iii) All Contractor employees shall wear identifying shirts or badges stating their name and the name of the company.
- h) COMPENSATION FOR SERVICES
 - i) Preventative Maintenance Services – Compensation shall made upon completion of service at the Agreement rates. The City will not compensate for travel time.
 - ii) Repair Services, Replacement and New Installations – Compensation shall be based on a time and material basis and made upon completion of service. The City will not compensate for travel time.
 - (1) Hourly rates established in the Agreement.
- i) COMPENSATION FOR PARTS
 - i) The City will compensate the Contractor based on the Agreement's minimum discount off of MSRP/List price for parts and materials.
 - ii) The City retains the right to request written documentation of a parts MSRP/List Price as may be deemed necessary to audit and verify invoices. Invoice must state the list price and net price to the City.
 - iii) **Parts only orders** – In the past, the City has paid shipping charges for delivery parts only to the City. However, the associated shipping costs were excessive and in some cases far exceeded the value of the part. The City is requesting Bidder's to propose their methodology to decrease or eliminate shipping charges for parts.

2) ADDITIONAL REQUIREMENTS:

- a) Bidder must have adequate organization, facilities, equipment and personnel to insure services are performed. The City reserves the right before recommending any award, to inspect the facilities, organization and financial condition or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions.
- b) No proposal shall be accepted from, nor will any contract be awarded to, any person, who is in arrears to CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to CITY, or who is deemed irresponsible or unreliable by CITY.
- i) As a part of the evaluation process, CITY may conduct a background investigation including a record check by the PUNTA GORDA Police Department. Bidder's submission constitutes acknowledgement of the process and consent to such investigation. CITY shall be the sole judge in determining Bidder's qualifications.

ATTACHMENT A – MINIMUM LEVEL OF SERVICE CHECKLIST FOR PM MAINTENANCE

CHASSIS		OK	NOT OK – EXPLAIN
1.	Change engine crankcase oil and replace oil filter		
2.	Change fuel filter		
3.	Check coolant level in radiator		
4.	Check driveline U-joints and flanges for tightness		
5.	Check lubrication on all driveline bearings		
6.	Check the following gauges for proper operation Ammeter _____ Voltmeter _____ Tachometer _____ Air Pressure _____ Water Temp _____ Oil Pressure _____ Transmission _____ Temp _____		
7.	Check road transmission oil level		
8.	Check for road transmission oil leaks Oil Leaks _____ Fuel Leaks _____ Engine Cooling system leaks _____		
9.	Check engine accessory V-belts for condition and tightness		
10.	Inspect all engine hoses for condition		
11.	Check fluid level in batteries		
12.	Check power steering and brake fluid levels (if applicable)		
13.	Check differential oil level and check for oil leaks		
14.	Replace Air Filter(s), Fuel Filter(s), and Water Separator		
FIRE PUMP		OK	NOT OK – EXPLAIN
1.	Check fire pump transmission oil		
2.	Check for fire pump oil leaks		
3.	Check all suction and discharge valve threads		
4.	Check fire pump heat exchanger and cooling lines for proper circulation and/or leaks		
5.	Check pump panel lights for condition and proper operation		
6.	Check operation of vernier throttle		
7.	Check operation of power pump shift		
8.	Check operation of manual pump shift		
9.	Check auto-lube oil level Changed oil: Yes _____ No _____		
10.	Check priming tank oil level		
11.	Inspect pump packing		
12.	Inspect pump shaft for wear, where applicable		
13.	Check priming valve for proper operation		
PUMP TEST		OK	NOT OK – EXPLAIN
1.	Vacuum test pump – dry prime at 20" – check for vacuum leaks		
2.	Hydrostatically test pump. Check pump suction, discharge and drain valves for leaks		
3.	Engage pump and operate at 150 psi; maximum rated capacity for 20 minutes		
4.	Check speed counter and record R.P.M.		
5.	Operate pump at 200 psi; pump 70% of maximum rated capacity for 10 minutes		
6.	Operate pump at 250 psi; pump 50% of maximum rated capacity for 10 minutes		
7.	Spot check maximum capacity		
8.	Check indicator lights and gauges on pump panel for proper operation		
10.	Check operation of tank to pump valve		

PUMP TEST - continued		OK	NOT OK – EXPLAIN
11.	Exercise relief valve and check for proper operation		
12.	Check operation of EM-governor if applicable		
13.	Check for any unusual operation or noise in the pump and transmission		
14.	Check operation of transfer valve on two stage pump		
PTO Pumps		OK	NOT OK – EXPLAIN
1.	Check PTO mounting bolts		
2.	Check PTO shaft, coupling, or V-belts as required		
3.	Check drive unit oil if applicable		

**Exhibit B - PARTICIPATING ADDENDUM
AGREEMENT #R2015105/SVC-FIREVEH/1516**

Between _____ and Hall-Mark RTC

This Participating Addendum, **fully executed**, will add _____ as a Participating Entity to purchase from the City of Punta Gorda's Agreement #R2015105 with **Hall-Mark RTC**.

Scope: This addendum covers the Maintenance and Repair of Fire/Emergency Vehicle Apparatus for Governmental Agencies.

Primary Contact: The primary Entity contact for this Participating Addendum is as follows:

Contact: _____
Governmental Entity: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ Email: _____

This Participating Addendum and the CITY's Agreement, #R2015105, (administered by the City of Punta Gorda) together with its exhibits, and amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the CITY's Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the CITY's Agreement and its exhibits and amendment, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the CITY's Agreement and its exhibits and amendments shall prevail and govern in the case of any such inconsistent or additional terms.

It is understood and agreed that each Entity will place its own orders, be invoiced by the Supplier and make its own payments to the Supplier in accordance with the City's Agreement with its exhibits and amendments. It is also hereby mutually understood and agreed that the City of Punta Gorda is not a legally bound party to any contractual agreement made between the SUPPLIER and Participating Entity other than the City of Punta Gorda.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Government Entity:

Contractor:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

CITY OF PUNTA GORDA - APPROVAL TO PARTICIPATE:

Signed: _____
Procurement Manager, City of Punta Gorda _____ *Date* _____

PARTICIPATION IS NOT VALID WITHOUT A FULLY EXECUTED ADDENDUM