

AGREEMENT FOR PURCHASE OF AMBULANCES AND ANCILLARY FIRE RESCUE EQUIPMENT

This Agreement for Purchase of Ambulances and Ancillary Fire Rescue Equipment ("Agreement") is made and entered into by and between the City of North Port, Florida, ("City") and REV RTC, Inc. ("Contractor"), for the purchase of Road Rescue ambulances and ancillary equipment.

For and in consideration of their mutual agreements and promises herein, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, City and Contractor hereby bind themselves, their partners, successors, assigns, and legal representatives to all covenants, agreements and obligations as follows:

1. STATEMENT OF WORK

The Contractor shall furnish at its own expense (unless otherwise specified) the necessary personnel, equipment, material, and/or services, and otherwise do all things necessary for or incidental to the performance of work in accordance with the requirements set forth in this Agreement.

2. TERM

A. This Agreement will become effective on the date the last party ratifies and approves the Agreement, and shall continue for a term of three (3) years ("Initial Term"). Following the Initial Term, and unless terminated as provided herein, this Agreement may be renewed for two (2) additional one (1) year terms (each a "Renewal Term") by written mutual consent of the parties.

B. Fee increases during a Renewal Term shall be as provided in the Fee Schedule, attached hereto as Attachment 1 and incorporated by reference as if set forth fully herein. The Contractor must provide the City with copies of supplier notifications for any fee increase to justify such increase. The Contractor must pass on to the City any decrease in fees or prices.

3. COMPENSATION

The City shall pay Contractor for Contractor's performance of all things necessary for or incidental to the performance of work as set forth in the Statement of Work, attached hereto as Attachment 2 and incorporated by reference as if set forth fully herein. The Contractor shall accept this amount as full compensation for all services provided and materials furnished, for all costs and expenses incurred, for loss or damages growing out of the nature of the services provided, and from any unforeseen obstruction or difficulties encountered in the provision of these services, and for well and faithfully providing the required services. In no event shall the total compensation amount payable under the terms of this Agreement be exceeded unless authorized by the City in an amendment to this Agreement.

4. METHOD OF PAYMENT/BILLING

A. In accordance with the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, *et seq.*, City's payments shall be due forty-five (45) days after receipt of invoice, and written approval of same by the City's Program Manager indicating that services have been

rendered in conformity with this Agreement. The Contractor shall submit an invoice for payment to the Customer for those specific tasks as described in the Statement of Work that were completed during that invoicing period.

- B. Invoiced and other billing materials must contain at a minimum the Contractor's name, Federal Employer Identification Number (FEIN), the date of delivery and quantity of equipment provided, cost for the equipment, and all other information necessary for a proper pre-audit and post-audit thereof. The Contractor must submit to the City, at the time of invoice, a detailed listing of all accessories provided. Copies of all invoices relating to the accessories provided must be attached to the listing. The City reserves the right to verify prices by examination of dealer or distributor invoices and to evaluate all purchases with respect to reasonableness of prices.
- C. All paperwork, including invoices, documents, and obtaining unit titles, are Contractor's responsibility. All necessary paperwork must accompany unit at delivery. Title, applications, and supporting documents must be in the name of "City of North Port, Florida" 4970 City Hall Boulevard, North Port, FL 34286, and must be dated the delivery date of the unit to the City. The Contractor is responsible for and must pay any penalties for late title application.

5. TERMINATION AND DEFAULT

- A. Termination with or without Cause. The performance of work under the Agreement may be terminated with or without cause by the City Manager in whole or in part or whenever the City Manager determines that termination is in the City's best interest. Any such termination shall be effected by delivery to the Contractor of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the Contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims. Contractor will be paid only for such work performed and materials supplied up to the termination. Under no circumstances shall the City make any payment to Contractor for services that have not been performed or that are performed subsequent to the termination date.
- B. Upon termination of the Agreement, Contractor must provide the City with all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services. Upon delivery of the documents, the City shall pay the Contractor in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under the Agreement, as determined by the City, less payments already made to the Contractor, and any amounts withheld by the City to settle claims against or to pay indebtedness of the Contractor in accordance with the provisions of the Agreement.
- C. Non-Appropriation. The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein to which the City is a party, are subject to the provisions of Florida Statutes Section 166.241, as amended,

regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs will not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor will such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of the City will have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by the City under this Section. This Agreement does not constitute an indebtedness of the City nor an obligation for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation.

- D. Fee Increase. In the event the City does not authorize a proposed fee increase, and the Parties cannot agree on a new and fair fee, the City may terminate this Agreement by providing Contractor with three (3) calendar days' prior written notice indicating its intention to do so.
- E. Abandonment. In the event Contractor abandons performance under this Agreement, the City Manager may terminate this Agreement by providing Contractor with three (3) calendar days' prior written notice indicating its intention to do so. The written notice must state the evidence indicating Contractor's abandonment.
- F. The Contractor may terminate the Agreement only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the City's approval, or if the City suspends the project for a period greater than ninety (90) calendar days.
- G. The City Manager may terminate this Agreement in the event the Contractor is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor, or an assignment is made for the benefit of creditors.
- H. In the event Contractor breaches this Agreement, the City shall provide written notice of the breach and Contractor shall have ten (10) days from the date of the notice to cure. If Contractor fails to cure within the ten (10) days, the City Manager or designee shall have the right to immediately terminate the Agreement and/or refuse to make any additional payment, in whole or in part, and if necessary, demand the return of a portion or the entire amount previously paid to Contractor due to:
 - 1) The quality of a portion or all of the Contractor's work not being in accordance with the requirements of this Agreement;
 - 2) The quantity of the Contractor's work not being as represented in the Contractor's Payment Request or otherwise;
 - 3) The Contractor's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
 - 4) The Contractor's failure to use Agreement funds, previously paid the Contractor by the City, to pay Contractor's project related obligations, including but not limited to subcontractors,

laborers, and material and equipment suppliers;

- 5) Claims made, or likely to be made, against the City or its property;
- 6) Loss caused by the Contractor;
- 7) The Contractor's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure as set forth above.
- 8) Violation of any local, state or federal law in the performance of this Agreement shall constitute a material breach of this Agreement.
- 9) In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this clause, the Contractor must promptly comply with such demand. The City's rights hereunder survive the term of this Agreement and are not waived by final payment and/or acceptance.

6. FORCE MAJEURE

A. Should performance of any obligation created under this Agreement become illegal or impossible by reason of:

- 1) A strike or work stoppage, unless caused by a negligent act or omission of either Party;
- 2) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
- 3) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
- 4) A declared emergency of the federal, state, or local government; or
- 5) Any other like event that is beyond the reasonable control of the non-performing party;

then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:

- 6) The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;

- 7) The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
 - 8) No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
 - 9) The non-performing party uses all reasonable diligence to remedy its inability to perform.
- B. Economic hardship of a party does not constitute an event of *force majeure*. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.
- C. The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.
- D. The term of the Agreement will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

7. INDEMNITY

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONTRACTOR ASSUMES ALL LIABILITY FOR, AND RELEASES AND AGREES TO DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS, AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER SUCH FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF THE CONTRACTOR, OR CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONTRACTOR IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.
- B. THE CITY MUST PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONTRACTOR MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY MUST PROMPTLY NOTIFY THE CONTRACTOR IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS AGREEMENT.

- C. THIS AGREEMENT FOR INDEMNIFICATION SURVIVES TERMINATION OR COMPLETION OF THE AGREEMENT. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS AGREEMENT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON THE CONTRACTOR'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).
- D. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES, SECTION 768.28. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.
- E. FURTHER, CONTRACTOR SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF NORTH PORT, FLORIDA 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.

8. NOTICES AND PROJECT MANAGER

Any notice, demand, communication, or request required or permitted hereunder shall be sent by certified mail, return receipt requested, and shall be mailed to:

If to City:

Chief Scott Titus
 North Port Fire Rescue
 4980 City Center Blvd
 North Port, Florida 34286
 Tel: 941-240-8150
 Stitus@cityofnorthport.com

Contractor

Dee Daniels
 REV RTC, Inc.
 725 SW 46th Avenue
 Ocala, Florida 34474
 Tel: 352-629-6305, 800-524-6072
 ddaniels@revrtc.com

With copies of notices and demands to:

City Attorney's Office
 4970 City Hall Blvd
 North Port, Florida 34286
 northportcityattorney@cityofnorthport.com

Notices shall be effective when received at the addresses specified above. Changes to the notice addresses may be made from time to time by written notice to the other party. The original of the notice must additionally be mailed as required herein. Nothing in this section shall be construed to restrict the transmission of routine communications between representatives of the Contractor and the City.

The following persons shall serve as Project Managers for the parties:

For City: Division Chief Karl Bennett

For Contractor: Dee Daniels

9. CERTIFICATE OF INSURANCE/REQUIRED DOCUMENTATION

This Agreement is contingent upon the Contractor procuring and maintaining insurance in accordance with the Insurance Requirements, attached hereto as Attachment 3 and incorporated by reference as if set forth fully herein, and furnishing the City a Certificate of Insurance and any other required documentation, within ten (10) days after the Effective Date of this Agreement.

10. STATEMENT OF ASSURANCE

- A. During the performance of this Agreement, the Contractor herein assures the City that Contractor is in compliance with Title VII of the 1964 Civil Rights Act as amended, and the Florida Civil Rights Act of 1992 in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any for or manner against the Contractor's employees or applicants for employment. The Contractor understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the Customer that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when Federal grant(s) is/are involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.
- B. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services.

11. DRUG FREE WORKPLACE

The Contractor will administer, in good faith, a policy designed to ensure the Contractor is free from the illegal use, possession, or distribution of drugs or alcohol. As part of such policy, the Contractor will require, as a condition of employment, that each employee notify their supervisor within five (5) days if they have been convicted under a criminal drug statute for activity occurring at the workplace our outside the workplace, if the offense could be reasonably expected to affect the Contractor's function. The Contractor will, in turn, immediately notify the City of the occurrence as well as any and all corrective action taken. A criminal drug statue is any law, federal, state or local, which makes unlawful the manufacture, distribution, dispensation, or possession of any controlled substance or illegal drug.

12. AMENDMENT

No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both Parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to Contractor. Only the City Commission can approve increases in compensation under this Agreement.

13. PUBLIC RECORDS LAWS

- A. In accordance with Florida Statutes Section 119.0701, the Contractor shall comply with all public

records laws.

- B. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7270; EMAIL: publicrecordsrequest@cityofnorthport.com.

14. WAIVER

The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights.

15. ATTORNEY FEES AND COSTS

In any proceedings between the Parties arising out of or related to this Agreement, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

16. GOVERNING LAW AND VENUE

The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.

17. SEVERABILITY

In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.

18. Authority to Execute Agreement

The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

19. Binding Effect/Counterparts

By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

20. No Agency

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein

21. Headings

The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.

22. Complete Agreement

This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.

23. Assignment

The Contractor shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City.

24. SCRUTINIZED COMPANIES

- A. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provide by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.
- B. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that all of the following are true:
 - 1) It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and
 - 2) It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and
 - 3) It is not engaged in business operations in Cuba or Syria.

C. PENALTY:

- 1) If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract.
- 2) A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
- 3) A person or entity that has been found to have provided a false certification shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

REV RTC, Inc.

By: *[Signature]*
 Title: Director of App. Sales

STATE OF FLORIDA
 COUNTY OF Manatee

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 4 day of November 2020 by Rev. Daniels.

[Signature]
 Notary Public - State of Florida



Suzanne Aldana
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# GG337536
 Expires 6/4/2023

Personally Known OR Produced Identification
 Type of Identification Produced _____

Approved by the City of North Port City Commission on the 12 day of Jan 2021.

CITY OF NORTH PORT, FLORIDA

By: *[Signature]*
 Jason Yarborough
 Interim City Manager

ATTEST

[Signature]
 Heather Taylor, CMC
 City Clerk

APPROVED AS TO FORM AND CORRECTNESS



Amber L. Slayton
City Attorney

**Attachment 1
Fee Schedule**

For year one of the Agreement, the attached Apparatus Proposal and price detail shall apply. In years two and beyond, the below schedule shall apply.

Item	Description	Unit Price
1.	Vehicles	Dealer Cost + 8%
	Options	Dealer Cost + 8%
	Accessories, including freight charges <i>Accessories</i> as used herein describes the basic equipment which in essence becomes a part of the ambulance. Examples include radios, intercom/hearing protection system, etc.	Five (5) like items or less: Dealer Cost+ 12%
	Freight to be charged as a line item on invoices.	Six (6) like items or more: Dealer Cost + 10%
2.	Specialized, unique, custom or proprietary items outside the description of parts, vehicles or accessories used by Fire Rescue	Dealer Cost + 13%
3.	Percentage of pricing on spare parts	Dealer Cost + 20% + freight

Total Compensation: The resulting expenditures resulting from this Agreement shall not exceed \$2,500,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Statement of Work, Attachment 2, and in accordance with this Fee Schedule.

Attachment 2
Statement of Work

1. The Contractor shall furnish the City Road Rescue ambulances and ancillary equipment as set forth herein.
2. The City is not obligated to purchase any set or minimum amount of ambulances or special application vehicles. The City reserves the right to procure the ambulances and equipment from another source should the City determine it is in the City's best interests.
3. This Agreement shall be extended to other State, County, Municipality, or Special Fire Districts, under the same conditions, for the same contract price, and for the same effective period.
4. Ambulance prices offered to the City during the Initial Term and any Renewal Terms of this Agreement shall be equal to or less than the lowest price offered by the Contractor to any other customer in Florida for identical products.
5. The City must issue a Blanket Purchase Order to cover any supplies or services to be furnished under this Agreement during the 2021 budget year. The City must also issue Release Purchase Orders against the Blanket Purchase Order on an as-needed basis. The Contractor will deliver only on a Release Purchase Order. Such orders shall be issued from the date of the award through the expiration of the Agreement.
6. All shipments by the Contractor must be F.O.B. Destination, North Port Fire Rescue, 4980 City Center Boulevard, North Port, Florida 34286, unless otherwise authorized in writing by the City Manager or designee.
7. Contractor must deliver the equipment to the City's Project Manager, ready for service, within the quoted delivery schedule at time of order. The Contractor will forward the most current delivery schedule published to the Road Rescue dealer network each time the document is updated. Delivery times quoted to the City will reflect Road Rescue's current delivery timeframes at time of order.
8. Manuals: Contractor must include with the initial delivery of each Road Rescue Ambulance model year vehicle three (3) USB flash drives that contain at a minimum the following:
 - A. Technical and service manuals for custom cab and chassis;
 - B. Technical and service manuals for vehicle body;
 - C. Parts manuals for cab, chassis and body;
 - D. Operator manuals;
 - E. Manufacturer's preventative maintenance schedule; and
 - F. Warranty documents.

9. Specifications:
 - A. All equipment provided must meet all requirements of the latest edition of NHTSA, FMVSS, State of Florida, and NFPA.
 - B. All vehicles and equipment furnished shall be manufacturer's latest model.
 - C. Appurtenances and/or accessories furnished must conform to the best practice known to the firefighting or special application trade in design, quality of workmanship and material, and be subject to the specifications provided for at the time the order is placed.
 - D. All vehicles furnished must be constructed with due consideration to the equipment's intended use and performance characteristics, including but not limited to load distribution, such that they will operate under all conditions (weather, environmental, load, etc.) in conformity with the City's specifications and all applicable federal, state, and local laws.
10. The vehicles shall be assembled, serviced, adjusted, and demonstrated to the satisfaction of the City that the equipment is in perfect mechanical condition. Contractor is responsible for the complete construction and assembly of all vehicles and equipment components.
11. Pre-Construction and Inspection Visits: The Contractor shall coordinate three (3) trip arrangements with the City Manager or designee at least two (2) weeks prior to the scheduled visit. The three (3) visits are as follows:
 - A. A pre-construction meeting to completely review the specifications and drawings prior to the vehicle assembly/construction commencing.
 - B. A mid-production meeting at the 44-55 % completion stage to inspect and verify integral specification compliance for wiring, integral component system installation etc. prior to progressing to final completion.
 - C. A final inspection/performance test. The vehicle shall be 100% complete and ready for delivery. The City will perform a final inspection and full performance test of the vehicle and all integral systems. The Contractor shall provide the technical information and representative(s) necessary to allow for a complete and thorough conformance meeting/inspection. Any and all third party certifications shall be available for review at this meeting.
12. Vehicles and equipment will be accepted only after all requirements for delivery have been met. Delivery of vehicle(s) and equipment to the City does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the delivered vehicles(s) or equipment meet specifications and the conditions, and the REV apparatus delivery acceptance form is signed by the City Manager or designee. Should the delivered vehicles or equipment differ in any respect from the specifications, payment will be withheld until such time as the Contractor completes all necessary corrective action.
13. Statement of Warranty: All warranty repairs covered by these requirements shall include all parts, materials, labor and other expenses required to complete the repair to the satisfaction of the City.

- A. One-Year Standard: Contractor shall secure from the ambulance manufacturer a full one-year standard warranty. All components manufactured by the ambulance manufacturer should be covered against defects in materials or workmanship for a one-year period. All components covered by separate suppliers such as engines (minimum five-year/100,000 miles), transmissions (minimum two-year/unlimited miles), axles (minimum one year), tires, and batteries shall maintain the warranty as provided by the component supplier. A copy of the warranty document shall be provided with the vehicle.
 - B. Lifetime Frame: Contractor shall secure from the ambulance manufacturer a full lifetime frame warranty. This warranty shall cover all ambulance manufacturer designed frame and frame members against defects in materials or workmanship for the lifetime of the covered ambulance. A copy of the warranty document shall be provided with the vehicle.
 - C. Ten-Year/100,000 Mile Structural: Contractor shall secure from the ambulance manufacturer a comprehensive ten-year/100,000-mile structural warranty. This warranty shall cover all structural components of the cab and/or body manufactured by the ambulance manufacturer against defects in materials or workmanship for ten (10) years or 100,000 miles, whichever occurs first. Excluded from this warranty are all hardware, mechanical items, electrical items, or paint finishes. A copy of the warranty document shall be provided with the vehicle.
 - D. Five-Year Paint: Contractor shall secure from the manufacturer a limited paint warranty for five (5) years/unlimited mileage from the earlier of: (1) date of delivery of the completed new ambulance to the end user; or (2) the time of module remount. The paint application on the ambulance module shall be warranted by the manufacturer to the original owner for a period of five (5) years with unlimited mileage.
14. Warranty Work: Contractor shall provide on-site assistance for unresolved warranty work as required.

Attachment 3
Insurance Requirements

Pursuant to the Florida Sheriff's Association ("FSA") performance requirements, Contractor shall maintain throughout the period of this Agreement Property Liability Insurance of no less than \$10,000,000.00. The policy will be issued by an insurer, on a form and with a deductible all of which are acceptable to the City. The City and the FSA will be named as an additional insured on the policy throughout the period of this Agreement.



725 SW 46th Avenue
Ocala, Florida 34474
T (352) 629-6305
M (352) 239-2928
F (352) 629-2018

Apparatus Proposal

DATE: October 14, 2020

The Proposal has been prepared for:

**North Port Fire Rescue
Chief Karl Bennett**

REV RTC. is pleased to offer a 2021 International MV Ambulance based off REV, RTC contract, built to attached chassis specs, with upgraded box option to 174"x96" x 72". This vehicle shall be in accordance with the attached work order specifications. The purchase price shall include all vehicle components and NFPA equipment as requested.

Delivery will be F.O.B. Customer Location and will be made approximately 120 Calendar days after receipt of chassis. Terms of payment shall be within 45 days after delivery.

2021 International MV Road Rescue Ambulance – D-NET	\$276,750
+8% per REV, RTC contract.....	<u>\$22,140</u>
Total for rescue.....	\$298,890

Total for 1 rescue.....\$298,890

****Accessories included: Stryker Power Load, Firecom system, Brushless HVAC and Electric O2 lift**

Rick Schoppe – REV, RTC

10/14/2020

Date

powered by **HALL-MARK**

REVgroup.com

