

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, ("Customer") and REV RTC, Inc. ("Contractor").

This Agreement provides for the purchase of Road Rescue ambulances and ancillary equipment for the City of North Port. 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, Customer 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 the following documents, which are attached hereto and incorporated by reference as if set forth fully herein.

- Attachment 1, Fee Schedule
- Attachment 2, Statement of Work
- Attachment 3, Insurance Requirements

2. TERM

The term of this Agreement shall begin upon the last date of execution ("Effective Date") and remain in effect for three (3) years ("Initial Term"), unless terminated sooner or extended as provided in this Agreement.

This Agreement may be renewed for two (2) additional one (1) year periods ("Renewal Terms") by written mutual consent. Future year fee increases shall be based on the Fee Schedule, Attachment 1. The Contractor shall present copies of its supplier notifications for such increases to justify any increase. The Contractor shall pass on to the Customer any decrease in prices. In the event the Customer does not authorize a proposed increase and should the Parties not agree on a new and fair price, the Customer may terminate the Agreement by providing three (3) calendar days' written notice to the Contractor indicating its intention to do so.

3. COMPENSATION

The Customer is to pay the Contractor 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. 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 or 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, as set forth in the Fee Schedule, Attachment 1, be exceeded unless authorized by the Customer in an amendment to this Agreement.

#### 4. METHOD OF PAYMENT/BILLING

The Customer shall pay the Contractor through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes, upon receipt of the Contractor's 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 Scope of Services that were completed during that invoicing period.

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 shall submit to the Customer, at the time of invoice, a detailed listing of all accessories provided. Copies of all invoices relating to the accessories provided shall be attached to the listing. The Customer reserves the right to verify prices by examination of dealer or distributor invoices and to evaluate all purchases with respect to reasonableness of prices.

All paperwork, including invoices, documents, and obtained unit's title, shall be Contractor's responsibility. All necessary paperwork must accompany unit at delivery. Title, applications and supporting documents shall be in the name of "City of North Port," 4970 City Hall Boulevard, North Port, FL 34286, and must be dated the delivery date of the unit to the Customer. The Contractor shall be responsible for and pay any penalties for late title application.

It is agreed that such delivery is subject to delays caused by war, acts of God, hurricane, labor shortages or strikes, inability to obtain materials, and other causes reasonably beyond the control of the Contractor and that the Contractor will not be liable for, and this Agreement may not be terminated on account of, such delays.

#### 5. TERMINATION AND DEFAULT

The Customer's City Manager or designee shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate the services of the Contractor and, in that event, the Contractor shall cease work and shall deliver to the Customer 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 Customer 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 Customer, less payments already made to the Contractor, and any amounts withheld by the Customer to settle claims against or to pay indebtedness of the Contractor in accordance with the provisions of the Agreement.

- A. Funding in Subsequent Fiscal Years: It is expressly understood by the Customer and the Contractor that funding for any subsequent fiscal year of the Agreement is contingent upon appropriation of monies by the City Commissioners. In the event that funds are not available or appropriated, the City reserves the right to terminate the Agreement. The Customer will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.
- B. In the event that the Contractor has abandoned performance under this Agreement, then the City Manager or designee may terminate this Agreement upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. The written notice shall state the evidence indicating the Contractor's abandonment.
- C. The Contractor shall have the right to terminate the Agreement only in the event of the Customer failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the Customer's approval, or if the Customer suspends the project for a period greater than ninety (90) calendar days.
- D. The Customer's City Manager or designee reserves the right to terminate and cancel this Agreement in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor or an assignment is made for the benefit of creditors.
- E. In the event Contractor breaches this Agreement, the Customer shall provide written notice of the breach and Contractor shall have ten (10) days from the date the notice is received 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, may 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 Customer'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 Customer, 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 Customer or its property;
6. Loss caused by the Contractor;
7. The Contractor's failure or refusal to perform any of the obligations to the Customer, 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 Customer makes written demand upon the Contractor for amounts previously paid by the Customer as contemplated in this clause, the Contractor shall promptly comply with such demand. The Customer's rights hereunder survive the term of this Agreement, and are not waived by final payment and/or acceptance.

#### **6. INDEMNITY**

The Contractor shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify, defend and hold harmless the Customer, its commissioners, employees, agents and assigns from all demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate levels), of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Contractor, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the Contractor shall not indemnify Customer for that portion of any loss or damages proximately caused by the negligent act or omission of the Customer.

To the extent applicable, the Contractor shall fully indemnify, defend and hold harmless the City of North Port and its commissioners, agents, employees and assigns from any demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate level), 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 the misuse or modification of Contractor's products by the Customer or any of its commissioners, agents, employees, and assigns, or to the operation or use of Contractor's products by the City or any of its commissioners, agents, employees, and assigns in a manner not contemplated by the Agreement.

In the event of a claim, the Customer shall 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 in the Notices Section below. Notification may also be provided by fax transmission to the number provided in Notices Section below, if provided.

The Customer shall provide all available information and assistance that the Contractor may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the Customer and such insurance coverage shall 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).

#### 7. 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:

Customer

Chief William Taaffe  
North Port Fire Rescue  
4980 City Center Blvd  
North Port, Florida 34286  
Tel: 941-240-8150  
Fax: 941-240-8182

Contractor

Bill Alm  
REV RTC, Inc.  
725 SW 46th Avenue  
Ocala, Florida 34474  
Tel: 352-629-6305, 800-524-6072  
Fax: 325-629-2018  
bill.alm@revrtc.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. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received after 5:00 pm or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein. Nothing in this Article shall be construed to restrict the transmission of routine communications between representatives of the Contractor and the Customer.

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

Customer: Division Chief Karl Bennett

Contractor: Bill Alm

#### 8. CERTIFICATE OF INSURANCE / REQUIRED DOCUMENTATION

This Agreement is contingent upon the Contractor procuring and maintaining insurance in accordance with Insurance Requirements, Attachments 3, and furnishing the Customer a Certificate of Insurance and any other required documentation, within ten (10) days after the Effective Date of this Agreement.

#### 9. STATEMENT OF ASSURANCE

During the performance of this Agreement, the Contractor herein assures the Customer that the said 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.

#### 10. DRUG FREE WORKPLACE

The Contractor assures the Customer it 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 or outside the workplace, if the offense could be reasonably expected to affect the Contractor's function. The Contractor will, in turn, immediately notify the Customer of the occurrence as well as any and all corrective action taken. A criminal drug statute is any law, federal, state or local, which makes unlawful the manufacture, distribution, dispensation, or possession of any controlled substance or illegal drug.

#### 11. AMENDMENT

No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both Parties. For any increase in the compensation for the Contractor's services, the City Commission for the Customer and the duly authorized representative for the Contractor shall agree in writing to this change. For all other changes, the Customer's Administrative Agent and the Contractor's representative shall agree in writing to the change.

#### 12. PUBLIC RECORDS LAWS

In accordance with Florida Statutes Section 119.0701, the Contractor shall comply with all public records laws, and shall specifically:

a) Keep and maintain public records required by the Customer to perform the service.

1. 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/>).
  2. "Public records" means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: 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 Customer. 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 Customer's custodian of public records, provide the Customer, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.
- 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 Agreement term and, if the Contractor does not transfer the records to Customer following completion of the Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- d) Upon completion of the Agreement, transfer, at no cost, to the Customer all public records in Contractor's possession or keep and maintain public records required by the Customer to perform the service. If the Contractor transfers all public records to the Customer upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records.
- e) 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) 429-7056 OR HOTLINE (941) 429-7270; EMAIL padkins@cityofnorthport.com.

- f) Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement. Further, the Contractor may be subject to penalties under Florida Statutes Section 119.10.

**13. 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.

**14. 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).

**15. GOVERNING LAW AND VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Florida and the venue shall be in Sarasota County, Florida.

**16. ORDER OF PRECEDENCE/CONFLICTS**

The items listed below are incorporated by reference herein. In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and Florida State Statutes and Regulations;
2. The Terms and Conditions as contained in this Agreement;
3. Any other provision of this Agreement incorporated by reference otherwise.

**17. SEVERABILITY**

If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.



18. ALL WRITINGS CONTAINED HEREIN

This Agreement sets forth in full all the terms and conditions agreed upon by the Parties. Any other agreement, representation, or understandings, verbal or otherwise, regarding the subject matter of this Agreement shall be deemed to be null and void and of no force and effect whatsoever.

19. AUTHORITY

The Parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the Parties.

*(This space intentionally left blank; signature page follows)*

IN WITNESS WHEREOF, the Customer and Contractor have executed this Agreement.

ATTEST:

CUSTOMER CITY OF NORTH PORT, FLORIDA

Patsy C. Atkins  
Patsy Atkins, MMC, City Clerk

Jonathan R. Lewis  
Jonathan R. Lewis, ICMA-CM, City Manager

APPROVED AS TO FORM AND CORRECTNESS:

Mark Moriarty  
Mark Moriarty, City Attorney

11/8/16  
Date

ATTEST:

CONTRACTOR REVIEW RTC, INC.

Vanessa Dean  
WITNESS

William D. Alm  
AUTHORIZED SIGNATURE

Steve Kern  
WITNESS

William D. Alm  
PRINTED NAME

V.P. / General Manager  
TITLE  
10/17/16  
DATE

# **Attachment 1** **Fee Schedule**

The Customer is to pay the Contractor in accordance with this Fee Schedule 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.

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.

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>
1.	Vehicles	Dealer cost + 8%
	Options	Dealer cost + 8%
	Accessories, including freight charges	Five (5) like items or less: Dealer cost + 12%
	Accessories as used herein describes the basic equipment which in essence becomes a part of the ambulance. Examples include: radios, intercom/hearing protection system, etc.  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%

**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 Customer Road Rescue ambulances and ancillary equipment as set forth herein.
- 2) The Customer shall not be obligated to purchase any set or minimum amount of ambulances or special application vehicles. The Customer reserves the right to procure the ambulances and equipment from another source should the Customer determine it is in the Customer'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.
- 5) Ambulance prices offered to the Customer 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.
- 6) The Customer shall issue a **Blanket Purchase Order** to cover any supplies or services to be furnished under this Agreement during the 2017 budget year. The Customer will then issue **Release Purchase Orders** against the **Blanket Purchase Order** on an as-needed basis. The Contractor shall deliver only on a **Release Purchase Order**. Such orders shall be issued from date of the award through the expiration of the Agreement.
- 7) 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 Customer.
- 8) Contractor shall deliver the equipment to the Customer'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 Customer will reflect Road Rescue's current delivery timeframes at time of order.
- 9) Manuals: Contractor shall 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.

10) Specifications:

- a) All equipment provided shall 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 shall 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 shall 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 Customer's specifications and all applicable federal, state, and local laws.

11) The vehicles shall be assembled, serviced, adjusted, and demonstrated to the satisfaction of the Customer that the equipment is in perfect mechanical condition. Contractor is responsible for the complete construction and assembly of all vehicles and equipment components.

12) Pre-Construction and Inspection Visits: The Contractor shall coordinate with the Customer trip arrangements 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 Customer 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.

- 13) Vehicles and equipment will be accepted only after all requirements for delivery have been met. Delivery of vehicle(s) and equipment to the Customer 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 a representative of the City of North Port. 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.
- 14) 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 Customer.
  - 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.

- 15) 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 Customer. Customer and the FSA will be named as an additional insured on the policy throughout the period of this Agreement.