SUBJECT: Piggyback St. Johns County, Florida RFP #07-53 Fire Apparatus & Special Application Vehicles with Pierce Manufacturing, Inc.

BID #: PSC-0350-15 **OPEN DATE:** 12/04/2014

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: Date of award through February 28, 2017

AGENCY: Fleet Management Division

BASIS OF AWARD: Piggyback

NUMBER OF BIDS INVITED: ( ) **NUMBER RECEIVED**: ( ) **OTHER** ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase the piggyback award with Pierce Manufacturing, Inc. through St. Johns County RFP #07-53 for the purchase of two (2) Pierce 2500 Gallon Elliptical Tankers in the amount of $633,340.00 ($316,670.00 each). The total estimated expenditure in the amount of $1,555,681.00, for a not-to-exceed expenditure amount of $8,377,539.00.

Funding Source: AFFM512-069401 - To be executed by formal contract amendment through the Office of General Counsel (Contract#9249-02).

ATTACHMENTS: Recommendation Memo, Vendor Quote and Previous Awards

ANALYST: _____ Annette Burney

RESPECTFULLY SUBMITTED _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: C.J. Thompson, Chief, Fleet Management Division

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FINANCE AND ADMINSTRATION DEPARTMENT

FLEET MANAGEMENT DIVISION

Jacksonville

Where Florida Begins.

Date: October 19, 2016

To: Gregory Pease, Chief of Procurement Division

Thru: C. J. Thompson, Chief of Fleet Management Division

From: David Hylazewski, Equipment Control Administrator DH

Re: Recommendation to increase award PSC-0350-15 Piggyback St. Johns County, Florida RFP #07-53 Fire Apparatus and Special Application Vehicles with Pierce Manufacturing Inc.

Fleet Management Division is requesting approval to increase award, PSC-0350-15, originally awarded on December 12, 2014 to Pierce Manufacturing, Inc. The increase is needed to purchase Two (2) Pierce 2500 Gallon Elliptical Tankers in the amount of $316,670.00 each for FY17. Period of service is December 12, 2014 through February 28, 2017.

Total amount of increase is $633,340.00, total estimated amount of expenditure not to exceed $7,455,198.00.

Funding for this award to be encumbered by ~~OP~~ AE FM512-069401 to be executed for formal contract through the Office of General Counsel.

Pierce Manufacturing Inc.

AN OSHKOSH CORPORATION COMPANY • ISO 9001:2000 CERTIFIED

2600 AMERICAN DRIVE
POST OFFICE BOX 2017
APPLETON, WISCONSIN 54912-2017
920-832-3000 • FAX 920-832-3208
www.piercemfg.com

November 18, 2011

To Whom It May Concern:

RE: Pricing Certification for St. John County, Florida Contract for Fire Apparatus and Special Application Vehicles Awarded Per RFP 07-53

For this contract Pierce Manufacturing Inc. established a verifiable and justifiable price point with St. John's County, by establishing a pricing level **equal to** GSA Federal Supply Schedule 23 in relation to Pierce Fire Fighting vehicles **plus 3% dealer markup** as in effect at the time of this bid. The **GSA price point, as established for this bid, is equal to our current Pierce dealer cost** as detailed through the software programs known as "Pulse". This is illustrated on the last page of each component list as "Net Due Pierce". This would include any Pierce offered options and accessories. All models offered by Pierce Manufacturing Inc. are available under this contract with pricing generated through the "Pulse" pricing configurator. The pricing software is maintained by Pierce Manufacturing Inc. and all numbered options are price controlled by the manufacturer. Local dealer has no control over the numbered option pricing. Charges over and above this pricing level would be equal to those allowed by GSA for training, delivery, and inspections. Pierce agrees to maintain this level pricing point for the term of the contract.

Pricing provided by the local dealer for loose firefighting equipment and supplies (hose, nozzles, tools) shall confirm to the discount schedule as supplied in the St. Johns County contract for these loose items.

Proposals may only be submitted by the local dealer representing Pierce Manufacturing Inc. The local dealer is responsible for complete administration of the contract, delivery if required, training, service and warranty repairs. If any further clarification is needed, please feel free to contact me. We greatly appreciate your consideration of our products.

Respectfully,
Pierce Manufacturing, Inc.

Mark Smith

Mark Smith
Senior Sales Manager
Pierce Manufacturing Inc.
Office Phone: 920-832-3204
Cell: 920-470-2615
Email: msmith@piercemfg.com

Kurtz, Sheryl

From: Robert Boggus <rfboggus@yahoo.com>
Sent: Monday, October 17, 2016 12:45 PM
To: Kurtz, Sheryl
Cc: Johnson, David
Subject: Tanker Purchase
Attachments: 2016 Price Increase.pdf

Good afternoon, Sheryl.

Per a conversation with David Johnson, please consider this confirmation that our pricing for the Pierce/Freightliner Elliptical Tankers is consistent with the previous year, adjusted for a 3% price increase. A copy of the Pierce bulletin for this increase is attached.

Previous price for the Elliptical Tankers was $307,447.00. Adjusted price for this year's purchase is $316,670.00.

Thank you for your assistance with this project and have a great day!

Robert F. Boggus
Ten-8 Fire Equipment, Inc.
Authorized Sales Representative
Pierce Manufacturing, Inc.
Phone (352) 406-7089

REQUEST FOR PROPOSALS

RFP No. 07-53
FOR

Fire Apparatus and Special Application Vehicles

St. Johns County Board of Commissioners
St. Johns County Purchasing Department
2740 Industry Center Road
Saint Augustine, Florida 32084

Due Date/Time for Receipt of Proposals: January 18, 2007, 4:00 PM.

RFQ NO.: 07-53

ST. JOHNS COUNTY
REQUEST FOR PROPOSALS
FIRE APPARATUS AND SPECIAL APPLICATION VEHICLES

Notice is hereby given that Request for Proposal submittal packages will be received until **4:00 p.m.** on **Thursday, January 18, 2007.** Mail or deliver all proposals to Leigh Daniels, Buyer III, St. Johns County Purchasing Department, 2740 Industry Center Road, St. Augustine, FL 32084, phone number (904) 209-0154. All submittals must be clearly marked on the outside **RFP 07-53 FIRE APPARATUS AND SPECIAL APPILICATION VEHICLES.** Any qualified individuals or firms desiring to provide the required services should submit **one (1) original** and **four (4)** copies of an RFP Package containing a letter of interest, a letter of introduction and qualifications as shown in the Request for Proposal Package.

SCOPE OF SERVICES: St. Johns County Board of County Commissioners, St. Johns County Fire Rescue Department is accepting sealed proposal packages in the St. Johns County Purchasing Department by qualified individuals or firms desiring to provide Fire Apparatus and Special Application Vehicles.

Any qualified vendor desiring to provide the above services should apply by submitting five (5) letters of interest and supplemental information as requested in the Detailed Request for Proposal.

The contract will be issued for an initial five (5) year term with provisions for an additional five (5) year renewal period based upon mutual agreement by all parties, the availability of funds, and the continued need for equipment.

Evaluation of Proposals:

Proposals will be evaluated in accordance with the following Evaluation Criteria:

1. Base Vehicle and Equipment
2. Delivery Schedule
3. Warranty
4. Service and Maintenance
5. Cost/Fee Proposal

Request for Proposal packages are available from Leigh Daniels, St. Johns County Purchasing via email request at ldaniels@co.st-johns.fl.us or the DemandStar.com, Inc. System at 800-711-1712 and requesting **Document #07-53**. Many packages can be downloaded from the Internet. Check the agency's site for download availability and any applicable fees. Vendors registered with DemandStar.com can download most packages at no cost from their web site – www.demandstar.com.

All questions related to this RFP should be directed to Leigh Daniels, Buyer III, St. Johns County Purchasing Department, 2740 Industry Center Road, St. Augustine, FL 32084, phone (904) 209-0154.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to/ negotiate with the firm whose proposal best serves the interest of St. Johns County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND, CLERK

BY:_____
Deputy Clerk

ST. JOHNS COUNTY
REQUEST FOR PROPOSALS
Fire Apparatus and Special Application Vehicles

St. Johns County requests proposals for Fire Apparatus and Special Applications Vehicles to be used by St. Johns County Fire Rescue.

SECTION 1.0 GENERAL INFORMATION

St. Johns County Fire Rescue provides professional fire protection and rescue services from 18 stations located throughout County. Its response area covers 610 square miles serving a population of approximately 160,000. St. Johns County Fire Rescue responds to over 20,000 incidents annually, of which approximately 85 % are Emergency Medical Service calls. Currently the Department consists of nearly 300 full time personnel.

GENERAL REQUIREMENTS

The bidder/prime contractor shall be the manufacturer of the apparatus whom shall accept ultimate responsibility for performance of the contract, including specification compliance, and assuring resources are in place for adequate service throughout the contract period.

Bidder must provide current reference for manufacturer and dealer that will be servicing St. Johns County. Bidder shall provide financial certification for manufacturer and dealer that will be servicing St. Johns County.

*Bidder shall be a full line manufacturer and should be able to provide at a minimum the following types of apparatus (literature for each type of apparatus shall be included in the proposals):

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

Bidder shall be an ISO 9001 manufacturer certified in the Design, Manufacture and Servicing of Custom and Standard Fire Fighting and Emergency Response Vehicles and Apparatus.

Manufacturer shall maintain a State of Florida Department of Highway Safety and Motor Vehicles license as a Manufacturer of Motor Vehicle Equipment.

EQUIPMENT
Bidder shall be able to provide a full line of fire fighting equipment to St. Johns County Fire Rescue. Pricing shall not be limited to apparatus purchases only but must also be extended to individual item sales as well. Each bidder shall list the fire fighting equipment manufacturers they or their dealer represents and shall provide a discount from list price for each equipment manufacturer. The equipment pricing shall be part of **BINDER 2 COST PROPOSAL.**

DEALERSHIP
Bidder shall state the number of years that the manufacturer and dealer have been in business.

Bidder or dealer shall have established working facilities with staffed office, parts, and service facilities.

Bidder or dealer shall have the ability to supply fire fighting equipment at competitive pricing as required to meet the needs of St. Johns County Fire Rescue.

SECTION 2.0 STATEMENTS OF SPECIFICATIONS
It is the intention of St. Johns County to enter into a contract with a single provider for purchases of various fire apparatus and certain special application vehicles. A price structure is to be established for vehicles, options, accessories and parts, which St. Johns County may purchase for five (5) years with an option to renew for an additional five (5) years. It is the intention of this bid request for the County to enter into contract with a single bidder for: (1) an initial purchase of the specific fire apparatus specified on the bid sheet and, (2) to provide for an indefinite quantity contract with the awarded bidder for future purchases of various hereto specified and unspecified fire apparatus. The resulting contract shall guarantee the construction and delivery to the County any additional fire apparatus as may be required by the County throughout the initial contract term and any subsequent contract renewal periods.

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

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

All vehicles furnished under this Contract shall be constructed with due consideration to intended use and performance characteristics, including but not limited to load distribution, such that they will operate under all conditions (weather, environmental,

load, etc.) in conformity with Owner's specifications and all applicable federal, state, and local laws.

a. Manufacturer's Line Setting Ticket: Electronic copy to be delivered with each vehicle.

b. Manufacturer's Statement of Origin (MSO), title application, invoice and all warranty papers shall be delivered with each vehicle.

c. Liens and Security Interests: The vendor shall assume full responsibility that all vehicles and equipment delivered to the County are free and clear of all liens and security interests.

The successful vendor shall provide all transportation, lodging and meals for up to (3) member's **minimum** of St. Johns Fire Rescue to travel to the vendor's manufacturing facilities (at which the vehicle is being constructed) for a total of two nights **minimum** (per trip) if said facility is either more that 250 miles or out of the State of Florida. Commercial air transportation shall be the primary means of transportation round trip from Jacksonville, Fl. The vendor shall coordinate with St. Johns County Fire Rescue the trip arrangements at least three weeks prior to the scheduled visit. The visits shall be as follows:

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1. A preconstruction meeting is required to completely review the specifications and the drawings prior to the vehicle assembly/construction commencing.

2. Final inspection/performance test. The vehicle shall be 100% complete and ready for delivery. The County will perform a final inspection and full performance test of the vehicle and all integral systems. The seller shall provide technical information and representatives to allow for a complete and thorough conformance meeting/inspection. Any and all third party certifications shall be available for review at this meeting. If the vehicle is found to be not ready any additional trips required to verify specification compliance shall be at the expense of the vendor with no additional cost to the County.

The vendor shall notify the County, in writing, of all Change Orders for every vehicle purchased. Change Orders shall be approved by the County prior to work being performed.

Change Orders shall include the following as a minimum:

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

The County shall not be held liable for costs associated with Change Orders for which they are not properly notified in writing.

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

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

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

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

Vendor shall include with initial delivery of each model year vehicle the following manuals on CDs:
A. Two (2) each Technical and Service Manuals for Cab and Chassis.
B. Two (2) each Technical and Service Manuals for Vehicle Body.
C. Two (2) each Parts Manuals for Cab, Chassis and Body. Parts manuals shall be for the specific apparatus delivered to include a detailed job specific parts listing.
D. Two (2) each Operators Manuals.
E. Two (2) each manufacturer's preventive maintenance schedule at the time of delivery.

PARTS

1. Bidder shall provide an on-line parts ordering system. A demonstration may be required during the evaluation process.

2. Bidder shall provide recommended parts inventory listing based upon the apparatus purchased.

3. Bidder and/or dealer shall maintain adequate parts inventory to guarantee 24-hour parts delivery. Bidder shall detail the volume and dollar amount in stock parts within the State of Florida and at the manufacturer's facility to which the County may access.

WARRANTY

Bidder shall provide detailed manufacturer's warranty information. A delay in warranty start date is required on all vehicles purchased by St. Johns County. Warranty shall become effective when the vehicle is put into use by the County rather than at time of delivery. Vehicles and equipment must meet all ANSI, SAE and other applicable standards.

Bidder or dealer shall provide all warranty service. Vendor must provide response time within 24 hours for on-site warranty work.

Fire Department General Fire Apparatus Requirements

1. The preferred construction materials for the cab and body are stainless steel and aluminum.

2. Custom Fire apparatus cabs must have been certified through a third party crash test program.

3. Aluminum is the preferred construction material for aerial apparatus.

4. All aerial devices must have certified Type 1 aerial testing.

SECTION 3.0 PROPOSAL RESPONSE REQUIREMENTS

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

Proposals must be tabbed as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the County. One (1) original and (4) copies of each BINDER shall be provided.

3.2 The County reserves the right to seek additional/supplemental representation on specific issues as needed. Oral presentations may be required for all qualified vendors. The County may also choose to visit the manufacturing and service facilities of each qualified respondent.

3.3 Respondents shall construct their proposal in the following format and a tab must separate each section. Do not submit BINDERS I and BINDERS 2 together. Place in separate sealed envelopes/containers.

BINDER I - (NO-COST) PROPOSAL

Do not include any pricing in any part of BINDER I. BINDER 1 will be reviewed, vendor qualified, and points awarded prior to the opening of BINDER 2 (Cost Proposal).

TAB 1- EXECUTIVE SUMMARY (0 points)

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

Include a copy of the bidder's State of Florida Department of Highway Safety and Motor Vehicles License as a Manufacture of Motor Vehicles and documentation of the representing dealer's Florida DMV dealer's license.

TAB 2— Base Vehicle and equipment (30 points)

Vendor shall enclose a complete description of vehicle construction. Proposal should be accompanied by a set of contractor's specifications consisting of a detailed description of the fire apparatus and special application vehicles proposed. These specifications should include size, type, model and make of all component parts and equipment. This must also include a recommended part list. Bidder shall provide a pumper specification in response to the attached detailed specification requirements of St. Johns County Fire Rescue. All other model specifications shall be the manufacturer's standard models. Each bidder shall include detailed specifications for the following fire apparatus:

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

Each bidder shall include a copy of its ISO 9001 certification in Design, Manufacture and Servicing of Custom and Standard Fire Fighting and Emergency Response Vehicles.

TAB 3 — Delivery Schedule (20 points)
Bidder shall enclose detailed delivery schedule based upon calendar days after receipt of purchase order.

TAB 4— Warranty (20 points)
State conditions of the warranty(s) from the vendor and/or manufacturer. If the proposal offered includes one or more warranties, then a list must be provided of different dealer's names and locations.

TAB 5—Service and maintenance (40 points)
State the name and location of the nearest factory authorized parts and service facilities. Each bidder must describe its mobile service and response time. State a list of recommended OEM replacement parts and optional equipment, which includes guaranteed delivery time (standard and emergency), and guaranteed pricing.

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

BINDER 2— COST PROPOSAL (40 Points)
In a separate sealed envelope provide an ORIGINAL, so identified, and three (3) complete copies of your proposed fee for services defined herein for the term of the contract. The fee shall include all travel, equipment, and any other related expenses. All vehicle and equipment prices are to be FOB, St. Johns County, FL.

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

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

Bidder shall state price for each fire apparatus in **TAB 2 — Base Vehicle (per attached 1250 GPM pumper specification). Each manufacturer's base models as listed under general conditions. Each bidder shall propose the method for identifying and calculating price for any upgrade or change in specifications. Vendor shall state method for calculating any annual price increase.**

It is the intention of this RFP request for the County to enter into contract with a single bidder for:

(1) An initial purchase of the specific fire apparatus specified by the attached specifications.

(2) To provide for an indefinite quantity contract with the awarded bidder for future purchases of various hereto specified and unspecified fire apparatus. The resulting contract shall guarantee the construction and delivery to the County any additional fire apparatus as may be required by the County throughout the initial contract term and any subsequent contract renewal periods.

Points awarded will be based upon a combination of the 1250 GPM pumper base unit pricing and the overall pricing structure proposed for the term of the contract. The County shall determine which overall package that in its judgment alone will be in the best interest of the County.

Fire fighting equipment pricing (hose, nozzles, etc..), based upon a discount from list price from each equipment manufacturer represented, shall be included in the cost proposal and considered in the award of points.

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

1. The name and address of the vendor submitting the proposal
2. The word "Proposal" and the RFP number
3. The time/date specified for receipt of proposals
4. The number of each envelope/container submitted (i.e. "1 of 3, "2 of 3", and "3 of 3")
5. **ALL PROPOSALS MUST BE RECORDED (CLOCKED-IN) IN THE PURCHASING DIVISION ON OR BEFORE THE TIME AND DATE INDICATED ON THE RFP DOCUMENT**. The responsibility for submitting the proposal to the Purchasing Department on or before the above stated time and date is solely that of the proposer. The County will in no way be responsible for delays in mail delivery or delays caused by any other occurrence.

LATE PROPOSALS WILL NOT BE ACCEPTED.

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

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

SECTION 4.0 SCHEDULE

The proposed time schedule as related to this procurement is as follows:
Release of RFP is Friday, December 15, 2006
Deadline for written requests for clarification, questions, etc. is Friday, January 5, 2007 (Responded to by County as addendum if necessary)
Deadline for submission of proposal is Thursday, January 18, 2007
Anticipated Selection is Thursday, February 1, 2007
Anticipated Contract Award is February/March 2007

SECTION 5.0 EVALUATIONS OF PROPOSALS

Evaluation of proposals will be conducted using the following criteria and weighted values:

Criteria Rating Points

Executive Summary -0
Base Vehicle & Equipment-30
Delivery Schedule-20
Warranty-20
Service and Maintenance-40
Cost/Fee Proposal-40
Maximum Points Allowed-150

As part of the evaluation process, short-list respondents may be required to make oral presentations.

SECTION 6.0 CONTRACT AWARD

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

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

6.3 A copy of the recommended ranking and award will be available for review in the Purchasing Department upon completion of the evaluation.

SECTION 7.0 RIGHT OF REJECTION

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

SECTION 8.0 REQUESTS FOR CLARIFICATIONS, INTERPRETATIONS & ASSISTANCE

All questions concerning this Request for Proposals must be directed through:
Leigh A. Daniels
Buyer III
St. Johns County Purchasing
2740 Industry Center Road
St. Augustine, Fl., 32084
(904) 209-0154

Please do not contact any other staff member of St. Johns County, except the above, with regard to this RFP. All inquires will be routed to the appropriate staff member for response.

All telephone conversations are to be considered unofficial responses and will not be binding. Questions, verifying the Request for Proposal's content, if appropriate, will be responded to in writing. The written response will be the County's official response and will be mailed to all potential respondents.

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

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

1. By signing and returning the addendum with the official proposal.
2. By signed letter.
3. By signed facsimile.
4. The County must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

BID PROTEST:

Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for St. Johns County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department. Any Bid protests must be filed prior to expiration of the time period and followed up in writing with in five (5) calendar days.

INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and employees from and against liability, claims, damages, losses and

expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

COOPERATIVE OR PIGGYBACK PURCHASE: Any bidder(s) awarded under this bid agree(s) that such constitutes a bid price to all State, County, and Local agencies and Political Subdivisions of the State of Florida under the same conditions, process and effective period as this bid, should the awarded bidder(s) deem it in the best interest of their business to do so.

EVALUATION SHEET
FOR RANKING OF FIRE APPARATUS AND SPECIAL APPLICATON VEHICLES

ST. JOHNS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS
CRITERIA FOR RANKING

DATE: January 18, 2007
PROJECT: RFP: 07-53

FIRM	A. BASE VEHICLE AND EQUIPMENT 0 TO 30	B. DELIVERY SCHEDULE 0 TO 20	C. WARRANTY 0 TO 20	D. SERVICE AND MAINTENANCE 0 TO 40	COST $	E COST 0 TO40	TOTALS

SIGNATURE OF RATER:_____ **PRINT NAME:**_____ **DATE:** _____

SALES

To: Pierce Sales Network
From: Kristina Spang
Date: Monday, January 11, 2016
RE: 2016 Pierce Price Increase Preparation

The 2016 pricing strategy was shared in October 2015 and outlined several changes that would occur over the course of four months. Communication has been sent on a monthly basis to best prepare our salesforce for these changes. With less than 30 days from the Pierce price increase, the following are reminders to avoid confusion.

PRICE INCREASE

Effective February 1, 2016 Pierce pricing will increase by 3%.
Current pricing therefore expires at midnight on January 31, 2016.

NO PRICE EXTENSION GRACE PERIOD

There will be no 60-day grace period in which proposals are 'price protected.'
All proposals in WIP status will update to current pricing automatically while proposals in Submit/Accept status will be prompted upon opening the proposal and/or checking in/out a proposal.

PRICE EXPIRATION DATE

ALL proposals will be moved to an expired date of 1/31/2016 regardless of what is currently displayed. Any previous price extension request will be overridden at time of the Pierce price increase.

What does this mean as you prepare quotations? There are (3) options:

1. Initiate conversation with your RVP if an extension will be necessary. Proposal should be in Submit/Accept status when the price increase deploys and any extension request will not be processed prior to February 1, 2016.

   NOTE: All extension requests must be managed through your Notifications Tab.

2. Accept the price update when opening the proposal and pursue additional discounting via the Discount Request form.

3. Keep proposal in WIP if no quotation has been provided and allow the system to automatically update pricing to current price level to provide you the most up-to-date pricing.

NOTE! If your proposal expires, you can still request an extension via the notifications tab. Checking out the proposal will update pricing and a pop-up with alert you to choose to continue. If you do, Option #2 is the only avenue to pursue discount consideration.

COJ
9249-02

AGREEMENT
(UTILIZING ST. JOHNS COUNTY, FLORIDA RFP NO. 07-53)
BETWEEN
THE CITY OF JACKSONVILLE
AND
PIERCE MANUFACTURING, INC.
FOR PURCHASE OF
FIRE FIGHTING VEHICLES AND ACCESSORIES

THIS AGREEMENT is made and entered into in duplicate this 13 day of Feb, 2015 (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and PIERCE MANUFACTURING, INC. (hereinafter the "Contractor"), a foreign for profit corporation authorized to do business in Florida with principal office at 2600 American Drive, Appleton, Wisconsin 54915, for the purchase of the following fire fighting vehicles and accessories (hereinafter the "Equipment"): one (1) Elliptical 2500 gallon Tanker, one (1) Enforcer Heavy-Rescue (Hazmat), two (2) Enforcer 75' Heavy-duty Aerials, two Enforcer 105' Heavy-duty Aerials, two (2) Enforcer 100' Tractor-drawn Aerials and six (6) sets of Hurst E-draulic Rescue Tools for Aerials.

RECITALS:

WHEREAS, effective March 1, 2007, St. Johns County, Florida by and through its Board of Commissioners, entered into St. Johns County RFP No. 07-53 (hereinafter the "St. Johns County Contract") with various vendors of the Equipment, including Contractor; and

WHEREAS, said St. Johns County Contract is in full force and effect until February 28, 2017 and has been competitively procured and awarded by St. Johns County, Florida as contracting authority according to Florida law; and

WHEREAS, the Jacksonville Procurement Code, more particularly Section 126.211, *Ordinance Code* authorizes and allows the CITY to use *inter alia* contracts of other local governmental entities which have been competitively procured and awarded; and

WHEREAS, the St. Johns County Contract is broad enough to include the Equipment and Contractor has agreed to allow the CITY to use its St. Johns County Contract; and

WHEREAS, CITY's General Government Awards Committee ("GGAC") approved the purchase set forth herein on December 15, 2014; and

WHEREAS, it is in the best interests of the parties to use the St. Johns County Contract for the Equipment and to add those contractual provisions the CITY is required to use by ordinance or policy; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration the parties agree as follows:

ARTICLE 1: Incorporation of Recitals:

The above stated recitals are accurate, true, and correct and, by this reference, are made a part hereof and are incorporated herein.

ARTICLE 2: Engagement of Contractor:

CITY hereby engages Contractor and Contractor hereby accepts said engagement for the purpose of selling to CITY the Equipment, as described in and according to the provisions of the St. Johns County Contract and its exhibits, equipment descriptions, and quotations and the CITY's GGAC Award under bid # PSC-0350-15 dated December 4, 2014, all of which are identified as **Composite Exhibit 1,** attached hereto and, by this reference, made a part hereof and incorporated herein, and in accordance with the other provisions required by law, ordinance, or policy of the CITY contained in this Agreement. With respect to the Equipment, the provisions, terms, and conditions of the St. Johns County Contract shall apply unless specifically preempted herein; therefore, any conflict between the provisions of this Agreement and those in the St. Johns County Contract shall be resolved in favor of this Agreement, but only to the extent of any conflict.

ARTICLE 3: Coordination and Services Provided by CITY:

CITY shall designate for the purchase of the Equipment a Project Coordinator who will, on behalf of the CITY, coordinate with Contractor and administer this Agreement according to the terms and conditions contained herein and in the exhibit(s) mentioned herein and made a part hereof. It shall be the responsibility of Contractor to coordinate all Equipment-related activities with the designated Project Coordinator. The CITY's Project

Coordinator shall be David Hylazewski, Equipment Control Administrator (Telephone: 904-255-7470; Fax: 904-381-4607; Cell: 904-509-8088; E-mail: davidhy@coj.net).

ARTICLE 4: Duration of Agreement/Pricing Available to Other Entities:

The term of this Agreement shall commence on the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein through a period of time which is the earlier of the Contractor's delivery and CITY's acceptance of the Equipment within the time period set forth in the purchase order or 12 months from the Effective Date unless sooner terminated as provided in **Composite Exhibit 1**. During said period of time, the Equipment provided hereunder shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County that may desire to purchase the same at the contract price provided herein.

ARTICLE 5: Payments for Services of Contractor:

5.1. Except as provided in Section 5.2 hereof, the CITY will compensate Contractor for the Equipment purchased hereunder in accordance with a purchase order issued and used by the City of Jacksonville Procurement Division; *provided however*, the payment invoice shall be sent to the authorized CITY representative as specified in said purchase order or other subsequent written instrument signed by CITY's Project Coordinator. These provisions shall be in addition to the St. Johns County Contract, as provided in **Composite Exhibit 1**.

5.2. Notwithstanding any contrary provision in **Composite Exhibit 1**, the maximum indebtedness of the CITY for all fees, reimbursable items, or other costs for the Equipment sold by Contractor pursuant to this Agreement shall not exceed the sum of FIVE MILLION EIGHT HUNDRED NINETY-NINE THOUSAND FIVE HUNDRED SEVENTEEN AND 00/100 USD ($5,899,517.00).

ARTICLE 6: Notice:

In addition to the notice requirement in **Composite Exhibit 1**, notice to the parties under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the CITY:

David Hylazewski
Equipment Control Administrator
Fleet Management Division
2581 Commonwealth Avenue
Jacksonville FL 32254

Gregory Pease
Chief of Procurement Division
Suite 800, Ed Ball Building
214 North Hogan Street
Jacksonville, FL 32202

As to the Contractor:

Robert F. Boggus
Pierce Manufacturing, Inc.
2600 American Drive
Appleton, Wisconsin 54915

ARTICLE 7: Laws, Ordinances, Rules and Regulations:

As required by Section 126.108(b), *Ordinance Code*, in the sale of the Equipment, the Contractor must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law), and Section 286.011, Florida Statutes (the Florida Sunshine Law), as they apply to the purchase contemplated in this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

ARTICLE 8: Indemnity:

8.01 The Contractor shall act as an independent contractor and not as an employee, agent, partner, joint venture, representative, or associate of the CITY in performing under this Agreement. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized in the full performance of this Agreement.

8.01.01 Contractor Indemnity: Contractor, including its employees, representatives, agents, consultants, subsidiaries, and subcontractors of any tier (the "Indemnifying Parties"), shall hold harmless, indemnify, and defend the CITY, including, without limitation, its officers, directors, members, representatives, affiliates, agents,

employees, successors and assigns (collectively the "Indemnified Parties"), against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses of whatsoever kind or nature (including all costs for investigation and defense thereof, including, but not limited to, court costs, reasonable expert witness fees, and attorney's fees) which may be incurred by, charged to, or recovered from any of the foregoing Indemnified Parties, arising (a) directly or indirectly out of any of Contractor's operations, work or services performed in connection with this Agreement, including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to or destruction of any property which arises as a result of any negligent act, error, omission, recklessness, or intentionally wrongful conduct on the part of Contractor, its agents, affiliates, or assigns, regardless of where the damage, injury, or death occurred, or (b) out of the failure of Contractor to keep, observe, or perform any of its obligations under this Agreement or in any other document or instrument delivered by Contractor pursuant to this Agreement. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section relating to indemnification shall survive the term of this Agreement and any holdover and/or contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

8.01.02. Intellectual Property Indemnity: Contractor shall hold harmless, indemnify, and defend the Indemnified Parties against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, reasonable expert witness fees, and attorney's fees), arising directly or indirectly out of any allegation that the Equipment or any part of the Equipment constitutes an infringement of any copyright, patent, trade secret, or any other intellectual property right and, whether such injury or damage is caused by negligence, errors, omissions, recklessness, or intentionally wrongful conduct, will pay all costs (including, but not limited to attorney's fees and court costs), damages, charges, and expenses charged to, incurred by, or recovered from the Indemnified Parties by reason thereof. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section relating to indemnification shall survive the term of this Agreement, and any holdover and/or contract extensions thereto whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement. If in any suit or proceeding, the Equipment or any part of the Equipment is held to constitute an infringement and its use is permanently enjoined, Contractor shall immediately make every reasonable effort to secure for the CITY a license authorizing the continued use of the Equipment. If Contractor fails to secure such a license for the CITY, then Contractor shall

replace the Equipment with a non-infringing Equipment or modify such Equipment in a way satisfactory to the CITY at no additional cost to CITY so that the Equipment is non-infringing.

8.01.03. Violation of Laws: Contractor shall hold harmless, indemnify, and defend the Indemnified Parties against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, reasonable expert witness fees, and attorney's fees) charged to, recovered from, or incurred by any of the Indemnified Parties arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, or regulations by Contractor or those under its control. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section relating to indemnification shall survive the term of this Agreement and any holdover and/or contract extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

8.01.04. Breach of Representations, Warranties and Obligations: Contractor shall hold harmless, indemnify, and defend the Indemnified Parties against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including, but not

limited to, court costs, reasonable expert witness fees, and attorney's fees) which may be incurred by, charged to, recovered from, or incurred by any of the Indemnified Parties arising directly or indirectly out of (a) any breach of any representation or warranty made by Contractor in connection with this Agreement or in any certificate, document, writing, or other instrument delivered by Contractor pursuant to this Agreement or (b) any breach of any covenant or obligation of Contractor set forth in this Agreement or any other any certificate, document, writing, or other instrument delivered by Contractor pursuant to this Agreement. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section relating to indemnification shall survive the term and any holdover and/or contract extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

8.01.05. Contractor shall be and remain liable in accordance with applicable law, and shall indemnify, hold harmless, and defend CITY for all damages to CITY caused by Contractor's breach of contract or its negligent performance of any services under this Agreement. The Contractor shall not be responsible, however, for any time delays in the Project caused by circumstances beyond Contractor's control.

ARTICLE 9: Insurance:

9.01. Contractor and its subcontractors of any tier shall at all times during the term of this Agreement procure and maintain at their sole expense insurance of the types and in the minimum amounts stated below:

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$1,000,000 Each Accident
(including appropriate federal acts)	$1,000,000 Disease Policy Limit
	$1,000,000 Each Employee/Disease

Contractor's workers' compensation insurance shall cover the Contractor and its employees (and to the extent its subcontractors and sub-subcontractors are not otherwise insured, its subcontractors and sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers'

Compensation Act, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law where appropriate. If Contractor is not required to carry workers' compensation coverage as defined under Chapter 440, Florida Statutes, the above requirement may be waived. Contractor shall provide to CITY written confirmation verifying the exemption on Contractor's letterhead, certified and signed by an officer or authorized representative of Contractor).

Commercial General Liability - (Form CG0001)

ISO Form CG0001 as filed for use in the State of Florida without any restrictions endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Completed Ops Aggregate
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$50,000	Fire Damage
	$5,000	Medical Expenses
Automobile Liability (Coverage for all automobiles-owned, hired or non-owned)	$1,000,000	Total Any One Accident

The CITY of Jacksonville, its members, officials, employees and agents shall be endorsed as an additional insured under all of the above Commercial General Liability and

Automobile Liability coverages. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the CITY.

Umbrella Liability	$25,000.00 each occurrence/Agg.

The Umbrella Liability policy shall be in excess of the above limit without any gap. The Umbrella coverage will follow from the underlying coverages and provide on an Occurrence basis all coverages listed above and shall be included in the Umbrella policy.

Professional Liability	$5,000,000 per claim
	$5,000,000 Aggregate

Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement and with a three year reporting option beyond the annual expiration date of the policy.

9.02. The deductible amounts for any peril shall be deemed usual and customary in the insurance industry. Contractor shall be responsible for payments of its deductible(s). Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the CITY may, at its sole option, require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the CITY also be named as an additional insured.

9.03. Said insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better. Prior to commencing any work on the Project, Certificates of Insurance approved by the CITY's Division of Risk Management demonstrating the maintenance of said insurance shall be furnished to the CITY. Contractor shall provide to the City of Jacksonville thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal.

9.04. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage. Neither approval of, nor failure to disapprove, insurance furnished by Contractor shall relieve Contractor or its sub-contractors or sub-subcontractors from the responsibility to provide insurance as required by this Agreement. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workers' Compensation statute, Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the CITY for the protection of employees not otherwise protected. For any insurance coverage required hereby, CONTRACTOR may use a self-insurance program, provided such program has received prior written approval from the CITY's Risk Manager.

ARTICLE 10: Conflict of Interest:

The parties will follow the provisions of Section 126.112, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the CITY, to the extent the parties are aware of the same.

ARTICLE 11: Non Discrimination:

As required by Section 126.404, *Ordinance Code*, the Contractor represents that it has adopted and will maintain a policy of non discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age, or handicap, in all areas of employment relations throughout the term of this Agreement. The Contractor agrees that on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission or successor agency or commission for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Agreement; *provided however*, that the Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written. The Contractor agrees that if any of the services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Article 11 shall be incorporated into and become a part of the subcontract.

ARTICLE 12: Counterparts:

The parties agree that for the execution of this Agreement, time is of the essence. Therefore, this Agreement and all amendments thereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that facsimile ("fax") transmission of all signatures with originals to follow shall constitute and be evidence of an executed Agreement.

[Remainder of page is left blank intentionally. Signature page follows immediately.]

Cleveland Ferguson III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE:

By _____
Alvin Brown, Mayor

In compliance with the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement, and provision has been made for the payment of the monies provided therein to be paid from the following account:

See Next Page
Director of Finance

Form Approved:

_____
Office of General Counsel

WITNESS:

By Katherine Pischke
Signature
Katherine Pischke
Type/Print Name
Admin Asst Order mgt.
Title

PIERCE MANUFACTURING, INC.

By _____
Signature
David J. Stoffel
Type/Print Name
Sr. Mgr. Order mgt.
Title

G:\Gov't Operations\JDavis\Fleet Mgmt\PierceManuf.fire.equip.Piggyback.012015.doc

Encumbrance and funding information for internal City use:

Account.....

Amount.....$_____

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued Purchase Order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Order(s) are issued.

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

C. Ronald Belton

Director of Finance
City Contract # 9249-02
PO

Contract Encumbrance Data Sheet follows immediately.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/04/2014

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

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

PRODUCER 1-414-443-0000
Hays Companies of Wisconsin, Inc.
1200 North Mayfair Road, Suite 100
Milwaukee, WI 53226

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: NATIONAL FIRE & MARINE INS CO	20079
INSURER B: TRAVELERS PROPERTY CAS CO OF AMER	25674
INSURER C: PHOENIX INS CO	25623
INSURER D: BERKLEY NATL INS CO	38911
INSURER E:	
INSURER F:	

INSURED
Pierce Manufacturing Inc.
P.O. Box 2017
Appleton, WI 54912-2017

COVERAGES CERTIFICATE NUMBER: 42246550 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		42-GLO-100190-01	04/01/14	04/01/15	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	X POLICY PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY			TJCAP118D2004TIL14	10/01/14	10/01/15	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			42-UMO-100191-01	04/01/14	04/01/15	EACH OCCURRENCE	$ 15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 15,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TRJUB117D757714	10/01/14	10/01/15	X WC STATU-TORY LIMITS / OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TC2NUB117D756514	10/01/14	10/01/15	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Excess Liability			CEX0960017401	04/01/14	04/01/15	Ea Occ/Agg.	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured when required by written contract.

Access to St Johns County Contract per RFP 07-53 for
Fire Apparatus and Special Application Vehicles
Two (2) Pierce Enforcer 100' Tillers, Two (2) Pierce Enforcer 105' Aerial Ladders,
Two (2) Pierce Enforcer 75' Aerial Ladders, One (1) Pierce Enforcer Heavy Duty Rescue-Special Operations Vehicle,
One (1) Pierce Freightliner Tanker

CERTIFICATE HOLDER

City of Jacksonville
117 West Duval Street
Suite 335
Jacksonville, FL 32202
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SUBJECT: PIGGYBACK ST. JOHNS COUNTY, FLORIDA RFP #07-53 FIRE APPARATUS AND SPECIAL APPLICATION VEHICLES WITH PIERCE MANUFACTURING, INC.

BID #: PSC-0350-15 **OPEN DATE: 12/04/2014**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: DATE OF AWARD THROUGH FEBRUARY 28, 2017

AGENCY: FLEET MANAGEMENT DIVISION

BASIS OF AWARD: PIGGYBACK ST. JOHNS COUNTY, FLORIDA RFP #07-53

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase award to piggyback RFP #07-53 between St. Johns County and Pierce Manufacturing, Inc. for the purchase of three (3) Elliptical 2500 Gallon Tankers in the amount of $307,447.00 each for Fleet Management Division. This was originally awarded December 12, 2014 thru February 28, 2017. The total estimated increase is $922,341.00 for a total revised estimated expenditure not-to-exceed $6,821,858.00.

Funding for this award to be encumbered by account OPFM512-069401 to be executed by Amendment #1 to the City's current contract #9249-02 through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo; Vendor Proposal, Previous Award, City Contract

ANALYST: KATHY NASWORTHY **RESPECTFULLY SUBMITTED** GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Karim Kurji, Chief of Fleet Management Division

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING 3 MEMBERS DISAPPROVING ____ DATE: 11-12-15

OTHER: ____

ACTION OF AWARDING AUTHORITY DATE 11/13/15

APPROVED ✓ DISAPPROVED ____

OTHER ____

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

SIGNATURE OF AUTHENTICATION ____

SUBJECT: PIGGYBACK ST. JOHNS COUNTY, FLORIDA RFP #07-53 FIRE APPARATUS AND SPECIAL APPLICATION VEHICLES WITH PIERCE MANUFACTURING, INC.

BID #: PSC-0350-15 **OPEN DATE: 12/04/2014**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: DATE OF AWARD THROUGH FEBRUARY 28, 2017

AGENCY: FLEET MANAGEMENT DIVISION

BASIS OF AWARD: PIGGYBACK ST. JOHNS COUNTY, FLORIDA RFP #07-53

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS: Recommend approval of award to piggyback RFP #07-53 between St. Johns County and Pierce Manufacturing, Inc. for the purchase of one (1) Elliptical 2500 gallon Tanker, one (1) Enforcer Heavy-Rescue (Hazmat), two (2) Enforcer 75' Heavy-duty Aerials, two (2) Enforcer 105' Heavy-duty Aerials, two (2) Enforcer 100' Tractor-drawn Aerials and six (6) sets of Hurst E-draulic Rescue Tools for Aerials. Period of service is from date of award through February 28, 2017 for a total estimated expenditure not-to-exceed $5,899,517.00.

Funding for this award to be encumbered by account OPFM512-069401 to be executed by formal contract through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo; State Contract

ANALYST: KATHY NASWORTHY **RESPECTFULLY SUBMITTED**

GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Karim Kurji, Chief of Fleet Management Division

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING ____ DATE: 12/11/14

OTHER: ____

ACTION OF AWARDING AUTHORITY DATE 12/15/14

APPROVED ✓ DISAPPROVED ____

OTHER ____

SIGNATURE OF AUTHENTICATION

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04