

PROPOSAL FOR FURNISHING FIRE APPARATUS

September 16, 2016

Osceola Co. Public Safety
 2586 Partin Settlement Rd
 Kissimmee, Florida 34744

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Pierce Manufacturing, Inc., at its home office in Appleton, Wisconsin, the apparatus and equipment herein named and for the following prices:

One (1) Pierce Kenworth Rescue Florida Sheriffs Assn. Spec. #14 with options as specified in the attached documents.	\$ 181,488.00
* Priced in accordance with Florida Sheriffs Contract #FSA16-VEF12.0 *	
Options Selected per "Proposal Option List #578"	252,103.00
Option list discount per FSA contract	(16,387.00)
Additional dealer and manufacturer discount	(4,194.00)
100% Prepay discount available for payment at time of order	(14,000.00)
Total \$	399,010.00

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 13 months after receipt of this order and the acceptance thereof at our office at Appleton, Wisconsin, and to be delivered to you at Kissimmee, Florida.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Unless accepted within 45 days from date, the right is reserved to withdraw this proposition.

Pierce Manufacturing, Inc.

By: 
 AUTHORIZED SALES REPRESENTATIVE
 Dustin Bouwer



PERFORM LIKE NO OTHER

AGREEMENT

THIS AGREEMENT is made by and between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY", and Pierce Manufacturing Inc., 2600 American Drive, Appleton, Wisconsin 54915, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has determined that it is in its best interest to make a cooperative purchase, utilizing contract number FSA16-VEF12.0, effective April 1, 2016 through March 31, 2017, titled "Fire Rescue Vehicle & Other Equipment", attached hereto as Exhibit "A" and made a binding part hereof by this reference, hereinafter referred to as "COOPERATIVE CONTRACT," which was competitively solicited for and negotiated by the Florida Sheriffs Association (PBA-17-9213-PC has been assigned by the COUNTY for tracking purposes); and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall begin on upon execution by the Board of County Commissioners and continue through September 30, 2018, and may be extended when in the best interest of the County.

SECTION 2. PRODUCTS AND PRICING.

The CONTRACTOR will provide products and pricing as specified in Exhibits "B1" and "B2" attached hereto and made a binding part hereof.

SECTION 3. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all of the terms and conditions of the COOPERATIVE CONTRACT unless otherwise modified or specified herein.

SECTION 4. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the

COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Osceola County
Attn: Procurement Services Office
1 Courthouse Square, Suite 2300
Kissimmee, Florida 34741

CONTRACTOR: Pierce Manufacturing Inc.
Attn: James W. Johnson
2600 American Drive
Appleton, Wisconsin 54913

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 6. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 7. CONFLICT.

To the extent that any conflict shall arise between the County Purchase Order or this Agreement and the terms and conditions of the COOPERATIVE CONTRACT, the terms and conditions of this Agreement or the County Purchase Order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 9. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event

performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 10. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 11. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 12. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 13. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted

accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 14. PROJECT MANAGERS.

The COUNTY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the COUNTY. If the COUNTY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the CONTRACTOR, in writing, if the current COUNTY Project Manager is replaced by another individual.

- A. The COUNTY Project Manager's contact information is as follows:

Larry Collier, Deputy Fire Chief
Osceola County Fire Rescue & EMS Department
2586 Partin Settlement Road
Kissimmee, Florida 34744
Phone: 407-742-6866
Email: larry.collier@osceola.org

- B. The CONTRACTOR Project Manager's contact information is as follows:

Dustin Bower, Sales Representative, Pierce Kenworth Rescue Apparatus
Phone: 941-779-4405
Email: dustinb@ten8fire.com
Tony Autorino, Sales Representative, Pierce Impel Pumper
Phone: 863-581-1782
Email: aaautorino@ten8fire.com
Ten-8 Fire Equipment Inc.
Authorized Dealer for Pierce Manufacturing Inc.

2904 59th Avenue Drive East
Bradenton, Florida 34203

SECTION 15. PUBLIC EMERGENCIES.

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the COUNTY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the COUNTY or governmental entities on a "first priority" basis. The COUNTY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the COUNTY with products and/or services not under this Agreement, the COUNTY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SECTION 16. PUBLIC RECORDS.

- A. **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 THE FOLLOWING:**

Public Information Office
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741
407-742-0100
BCCPIO@osceola.org

- B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1) (c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

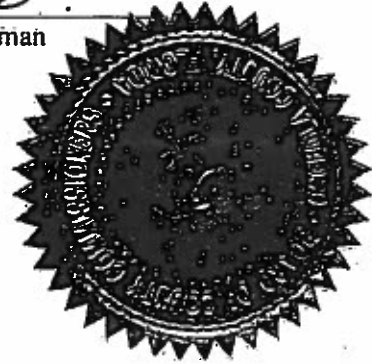
1. Keep and maintain public records required by the COUNTY to perform the service.
2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the county.
5. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the _____ day of _____, 2016:

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: *Vivian Jones*
Chairwoman/Vice Chairwoman



ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: *Jimmy Ross*
Clerk/ Deputy Clerk of the Board

As authorized for execution at the Board of
County Commissioners meeting of:

11-07-16

PIERCE MANUFACTURING INC.

By: *James W. Johnson*

Print: J W JOHNSON

Title: PRESIDENT

STATE OF Wisconsin
COUNTY OF Winnebago

The foregoing instrument was executed before me this 20th day of October, 2016, by James W. Johnson as President of Pierce Manufacturing Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Katharina Puschke
NOTARY PUBLIC, State Wisconsin

