



BOARD OF SUMTER COUNTY COMMISSIONERS

Chairman - Steve Printz - District 5
Vice Chairman - Garry Breeden - District 4
2nd Vice Chairman - Al Butler - District 1
Doug Gilpin - District 2
Don Burgess - District 3

**March 10, 2020
5:00 PM**

PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES
ANY PERSON WHO MAY FEEL THE NEED TO APPEAL A BOARD DECISION IS HEREBY NOTIFIED
THAT IT WILL BE NECESSARY FOR YOU TO PROVIDE YOUR OWN VERBATIM RECORDING OF THE
BOARDS MINUTES OR ANY PORTION THEREOF

Any person requiring reasonable accommodation at this meeting because of a disability or physical
impairment should contact the County Administrator's Office, 7375 Powell Road, Wildwood, FL 34785
(352) 689-4400 at least two days before the meeting.

Everglades Regional Recreation Center (5497 Marsh Bend Trail, Grand Canyon Room, The Villages, FL
32163)

AGENDA

MEETING IS CALLED TO ORDER BY THE CHAIRMAN
INVOCATION
FLAG SALUTE

1. TIMED ITEMS & PUBLIC HEARINGS
None

2. REPORTS AND INPUT

a. County Administrator

1. Cancel RFP 006-0-2020/RS Sumter County 2020 Traffic Count Program (For
Information Only)

Documents:

[006-0-2020_RFP_Cancellation_ES.pdf](#)

b. County Attorney

1. Motion to Dismiss and Summons for Jessica Laube and Robert Hunter (For
Information Only)

Documents:

[Summons Laube and Hunter vs BOCC.pdf](#)
[Motion To Dismiss \(00835702xA281E\).pdf](#)

- c. Clerk of Circuit Court
- d. Board Members
- e. Public Forum

3. NEW BUSINESS - ACTION REQUIRED

a. MINUTES

1. Minutes of Workshop Meeting Held on February 18, 2020 (Staff Recommends Approval).

Documents:

[2-18-2020 Minutes.pdf](#)

2. Minutes of Regular Meeting Held on February 25, 2020 (Staff Recommends Approval).

Documents:

[2-25-2020 Minutes.pdf](#)

b. SET FUTURE PUBLIC HEARINGS OR MEETINGS

1. Cancel Board of County Commissioners Meetings on June 16, 2020, July 21, 2020, August 18, 2020, September 15, 2020, October 20, 2020, November 17, 2020, December 15, 2020, and December 22,2020 (Staff Recommends Approval).

Documents:

[Executive_Summary_Cancel_Commissione_Meetings.pdf](#)

2. Schedule a Public Hearing to Consider Vacating a Portion of a Platted Road in Bushnell Heights, a Subdivision Recorded in Plat Book 3, Page 2, Public Records of Sumter County, FL, on March 24, 2020 at 5:00 PM located at Everglades Regional Recreation Center, 5497 Marsh Bend Trail, The Villages FL 34785 (Staff Recommends Approval).

Documents:

[Executive_Summary.pdf](#)
[M23A207-Castillo App.pdf](#)

c. APPOINTMENTS

1. Value Adjustment Board (VAB) – Reappointment of Edward Skehan as the 2020 BOCC Appointed Citizen Member (Board's Option).

Documents:

[Citizen Member Exec. Summary - 2020.pdf](#)
[Application for Joseph Skehan, Jr.pdf](#)

2. Sumter County Tourist Development Council Vacancy (Board's Option).

Documents:

Executive_Summary_Tourist.pdf
Ordinance - Tourist development tax.pdf

3. Affordable Housing Advisory Committee (AHAC) Vacancy (Board's Option).

Documents:

[Executive_Summary_Affordable_Housing_Advisory_Committee_\(AHAC\).pdf](#)
[Code - Housing.pdf](#)

4. Construction Industry Licensing/Fire Code Board of Appeals Vacancy (Board's Option).

Documents:

[Executive_Summary_Construction.pdf](#)
[Ordinance.pdf](#)

5. Public Safety Coordinating Council Vacancies (Board's Option).

Documents:

[Executive_Summary_Public_Safety.pdf](#)
[Resolution.pdf](#)

6. Sumter County Public Library Advisory Board (SCPLAB) Vacancy (Board's Option).

Documents:

[Executive_Summary_Library_Advisory_Board.pdf](#)
[Resolution.pdf](#)

d. FINANCIAL

1. Purchase Order Approval for FY 2019/2020 (Staff Recommends Approval).

Documents:

[Executive_Summary_Requisition_Report_3.10.20.pdf](#)

e. CONTRACTS AND AGREEMENTS

1. Award and Enter into Contract with Rosenbauer South Dakota, LLC for ITB 005-0-2020/RS Sumter County Two Tanker Fire Apparatus (Staff Recommends Approval).

Documents:

[Executive_Summary_Fire_Apparatus.pdf](#)
[Rosenbauer_Submittal.pdf](#)
[Rosenbauer_Agreement.pdf](#)

2. Approve Change Order #2 for Contract with C.W. Roberts Contracting, Inc. for ITB # 043-0-2019/RS, Sumter County Buena Vista Boulevard Phase II Rehabilitation from 300 Feet South of Lake Miona to North of C-44A Roundabout (Staff Recommends Approval).

Documents:

[Executive_Summary_CO_2_for_C.W._Roberts.pdf](#)
[ITB_043-0-2019_Change_Order_2_CR_462_Quote.pdf](#)
[ITB_043-0-2019_Change_Order_2_Buena_Vista_Boulevard.pdf](#)

3. Approve Change Order #2 for Contract with Vanasse Hangen Brustlin, Inc.(VHB) for Sumter County Traffic Count Program Professional Services Agreement Amendment #2 (Staff Recommends Approval).

Documents:

[Executive_Summary_CO 2 for Vanessa Hangen Brustlin, Inc.pdf](#)
[RFQ 038-0-2016 RS CO 2.pdf](#)

4. Approve Change Order #3 for Contract with EXP U.S. Services Inc. for RFQ# 005-0-2018/RS, FPN 437604-1-68-01, Sumter County C-462 from NE 15th Drive to North of CR-228, CEI Services (Staff Recommends Approval).

Documents:

[Executive_Summary_CO 3 for EXP US Services Inc.pdf](#)
[Change Order 3 for EXP U.S. Services.pdf](#)

5. Reduce Contract RFQ 017-0-2018/RS, Sumter County Jail Expansion Design-Build Services, (\$182,396.75) for Owner Provided Purchase Orders Associated with the Owner Direct Purchase Program (DPO) (Staff Recommends Approval).

Documents:

[Executive Summary ODP Jail Exp CO 5.pdf](#)
[Ajax - Jail Expansion - 20.03.02 Owner CO 5 DPO.pdf](#)

6. Approve The Relocation of Lighting at the Intersection of C-466 and Morse Blvd. (Staff Recommends Approval).

Documents:

[Executive_Summary_SECO.pdf](#)
[SECO Relocation Invoice.pdf](#)

f. GENERAL ITEMS FOR CONSIDERATION

1. Revision of the Tourist Development Tax Grant Application Guidelines (Staff Recommends Approval).

Documents:

[ES TD Tax Grant Application Guidelines.pdf](#)
[TD Tax Grant Application Guidelines.pdf](#)

2. Satisfaction of Civil Restitution Lien for Frivin Dor (Staff Recommends Approval).

Documents:

[Satisfaction of Civil Restitution Lien for Frivin Dor.pdf](#)

3. Satisfaction of Civil Restitution Lien for Mario Gongora (Staff Recommends Approval).

Documents:

[Satisfaction of Civil Restitution Lien for Mario Gongora.pdf](#)

4. Satisfaction of Civil Restitution Lien for Jimmy Eck Clement (Staff Recommends Approval).

Documents:

[Satisfaction of Civil Restitution Lien for Jimmy Eck Clement.pdf](#)

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Cancel RFP 006-0-2020/RS Sumter County 2020 Traffic Count Program (For Information Only).

REQUESTED ACTION: For Information Only

Meeting Type: Regular Meeting **DATE OF MEETING:** 3/10/2020

CONTRACT: N/A Vendor/Entity: _____
 Effective Date: Termination Date: _____
 Managing Division / Dept: **Purchasing**

BUDGET IMPACT: _____

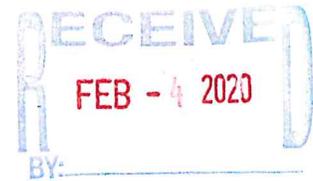
FUNDING SOURCE: _____
Type: N/A **EXPENDITURE ACCOUNT:** _____

HISTORY/FACTS/ISSUES:

RFP 006-0-2020/RS Sumter County 2020 Traffic Count Program

Proposals were due on 2/25/2020 at 9:30 a.m. One qualification submittal was received for this formal solicitation. The scoring by the Selection Committee members for the one submittal was a combined score of 8.50 out of a possible 15.00, which is lower than typical award scoring for services. Since the next set of traffic counts will be done in FY 20/21, it was approved by the County Administrator to cancel the RFP and re-advertise at a later date.

Prepared by: **Becky Segrest** **Grammarly Check**



IN THE CIRCUIT COURT OF THE
FIFTH JUDICIAL CIRCUIT IN AND
FOR SUMTER COUNTY, FLORIDA

JESSICA LAUBE and ROBERT HUNTER
Petitioners,

CASE NO.: 2019-CA-000500

v.

VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT, SUMTER
LANDING COMMUNITY
DEVELOPMENT DISTRICT,
VILLAGE COMMUNITY DEVELOPMENT
DISTRICT 10, and THE SUMTER COUNTY BOARD
OF COUNTY COMMISSIONERS,
Defendants.

SERVER INITIALS: KWKSR
SERVER ID: 091312-14
Certified Process Server Florida 5th Judicial Circuit
DATE SERVED: 2/4/20
TIME SERVED: 11:50 AM / PM

SUMMONS

**THE STATE OF FLORIDA:
TO EACH SHERIFF OF THE STATE:**

YOU ARE HEREBY COMMANDED to serve this Summons and a copy of the Complaint for Damages in this action upon Defendant:

**STEVE PRINTZ, as Chairman of the
SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
7375 Powell Road, Wildwood, Florida 34785**

or, in the alternative, pursuant to and agreeable with FLORIDA LAW, in particular FLORIDA STATUTES Chapter 48.

Each Defendant is required to serve written defenses to the Complaint, upon Plaintiff's attorney: **S. David Cooper, Esq., P.O. Box 3735, Orlando, Florida 32802**, within twenty (20) days after service of the Summons on that Defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter. If a Defendant fails to do so, a default will be entered against that Defendant for the relief demanded in the Complaint or Petition.

WITNESS my hand and Seal of this Court this day 1/21/20.

GLORIA R. HAYWARD
As Clerk of the Court



By: Vanora Mitchell
Deputy Clerk

If you are a person with a disability who needs an accommodation in order to participate in a proceeding, you are entitled, at no cost to you, the provision of certain assistance. Please contact the ADA Coordinator for the Courts within 2 working days of your receipt of your notice to appear in Court at: Citrus County John Sullivan (352) 341-6700 Hernando County Peggy Welch (352) 754-4402 Lake County Laurie Crews (352) 253-0900 x100 Marion County Tameka Gordon (352) 401-6701 Sumter County Lorna Barker (352) 569-6088.

IMPORTANTE

Usted ha sido demandado legalmente, Tiene veinte (20) días, contados a Partir del recibo de esta notificación, para contestar la demanda adjunto, por escrito, y presentarla ante este tribunal. Una llamada telefónica no lo protegerá; si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el número del caso y los nombres de las partes interesadas en dicho caso. Si usted no contesta la demanda a tiempo, pudiese perder el caso y podría ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales, si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guía telefónica. Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante al tribunal, deberá usted enviar por correo o entregar una copia de su respuesta a la persona denominado abajo como "Plaintiff/Plaintiff's Attorney." (Demádate o Abogado del Demananadante).

IMPORTANT

Des poursuites judiciaires ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de cette citation pour deposer une reponse ecrite ala plainte ci-jointe aupres de ce Tribunal. Un simple coup de telephone est insuffisant pour vous proteger; vous etes oblige de deposer votre response ecrite, avec mention du numero de dossier ci-dessus et du nom des parties nommees ici, si vous souhaitez que le Tribunal entende votre cause. Si vous ne deposez pas votre reponse ecrite dans le relai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ulterieur de Tribunal. Il y a d'autres obligations juridiques et vous pouvez regerir les services immediats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez telephoner a un service de referende d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaite de telephones). Si vous choisissez de deposer vous-meme une reponse ecrite, il vous faudra egalement, en meme temps que cette formalite, faire parvenir ou expedier une copie au carbone ou une photocopie de votre reponse ecrite su "Plaintiff/Plaintiff's Attorney" (Plaignant ou a son avocat) nomme ci-dessous.

S. DAVID COOPER, ESQUIRE
Florida Bar No.: 0419044
Cooper Law, P.A.
PO Box 3735
Orlando, Florida 32802
Telephone: (407) 442-2774
sdcooper@CallCooperLaw.com
Counsel for Plaintiff

IN THE CIRCUIT COURT OF THE
FIFTH JUDICIAL CIRCUIT IN AND
FOR SUMTER COUNTY, FLORIDA

JESSICA LAUBE and ROBERT HUNTER,

CASE NO.:

Petitioners,

DIVISION:

vs.

VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT, SUMTER
LANDING COMMUNITY
DEVELOPMENT DISTRICT,
VILLAGE COMMUNITY DEVELOPMENT
DISTRICT 10, and THE SUMTER COUNTY BOARD
OF COUNTY COMMISSIONERS,

Respondents.

PETITION FOR DECLARATORY JUDGMENT AND INJUNCTIVE RELIEF

The Petitioners, JESSICA LAUBE and ROBERT HUNTER, by and through their undersigned counsel, file this, their Petition for Declaratory Judgment and Injunctive Relief, pursuant to Chapter 86 of the Florida Statutes and all other applicable law, and, in support thereof, state the following:

Jurisdiction

1. This is an action in equity for declaratory judgment and injunctive relief, thereby vesting this court with proper jurisdiction pursuant to Chapters 26 and 86 of the Florida Statutes.

Venue

2. The events upon which this claim is based took place in Sumter County, Florida, thereby vesting this Court with proper venue pursuant to Chapter 47 of the Florida Statutes.

Parties

3. The Petitioner, JESSICA LAUBE, is an individual over the age of eighteen (18) years, not in the armed forces, *sui juris*, and will hereinafter be referred to as "LAUBE" for purposes of brevity.

4. The Petitioner, ROBERT HUNTER, is an individual over the age of eighteen (18) years, not in the armed forces, *sui juris*, and will hereinafter be referred to as “HUNTER” for purposes of brevity.

5. The Respondent, VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT, is a local governmental entity created pursuant to Chapter 190 of the Florida Statutes, and will hereinafter be referred to as “VCCDD” for purposes of brevity.

6. The Respondent, SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, is a local governmental entity created pursuant to Chapter 190 of the Florida Statutes, and will hereinafter be referred to as “SLCDD” for purposes of brevity.

7. The Respondent, VILLAGE COMMUNITY DEVELOPMENT DISTRICT 10, is a local governmental entity created pursuant to Chapter 190 of the Florida Statutes, and will hereinafter be referred to as “VCDD10” for purposes of brevity.

8. The Respondent, THE SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS, is a legal entity with responsibilities, in part, to approve, enact, and/or enforce local land use ordinances, rules, and plans in conformity with applicable law.

Applicable Facts

9. At all times material hereto, VCCDD was charged with the following authority, in pertinent part, pursuant to state statute and/or local ordinance:

[To] plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities for:

(a) Parks and facilities for indoor and outdoor recreation, cultural & educational uses;

(b) Control and elimination of mosquitoes and other arthropods of public health importance;

(c) Security; and

(d) Water main and plugs for fire prevention and control

10. At all times material hereto, SLCDD was charged with the following authority, in pertinent part, pursuant to state statute and/or local ordinance:

[To] plan, establish, acquire, reconstruct or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities for:

- (a) Parks and facilities for indoor and outdoor recreation, cultural and educational uses;
- (b) Fire prevention and control, including fire stations, water mains and plugs, fire trucks, and other vehicles and equipment;
- (c) School buildings and related structures...;
- (d) Security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; except that the district may not exercise any police power, but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the district boundaries;
- (e) Control and elimination of mosquitoes and other arthropods of public health importance; and
- (f) Waste collection and disposal.

11. At all times material hereto, VCDDI0 was charged with the following authority, in pertinent part, pursuant to state statute and/or local ordinance:

[To] finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for the following:

- (a) Water management and control for the lands within the district and to connect some or any of such facilities with roads and bridges.
- (b) Water supply, sewer, and wastewater management, reclamation, and reuse or any combination thereof, and to construct and operate connecting intercepting or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system.
- (c) Bridges or culverts that may be needed across any drain, ditch, canal, floodway, holding basin, excavation, public highway, tract, grade, fill, or

cut and roadways over levees and embankments, and to construct any and all of such works and improvements across, through, or over any public right-of-way, highway, grade, fill, or cut.

(d) 1. District roads equal to or exceeding the applicable specifications of the county in which such district roads are located; roads and improvements to existing public roads that are owned by or conveyed to the local general-purpose government, the state, or the Federal Government; street lights; alleys; landscaping; hardscaping; and the undergrounding of electric utility lines. Districts may request the underground placement of utility lines by the local retail electric utility provider in accordance with the utility's tariff on file with the Public Service Commission and may finance the required contribution.

2. Buses, trolleys, transit shelters, ridesharing facilities and services, parking improvements, and related signage.

(e) Investigation and remediation costs associated with the cleanup of actual or perceived environmental contamination within the district under the supervision or direction of a competent governmental authority unless the covered costs benefit any person who is a landowner within the district and who caused or contributed to the contamination.

(f) Conservation areas, mitigation areas, and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal property.

(g) Any other project within or without the boundaries of a district when a local government issued a development order pursuant to s. 380.06 approving or expressly requiring the construction or funding of the project by the district, or when the project is the subject of an agreement between the district and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located.

(h) Any other project, facility, or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the district.

12. At all times material hereto, VCCDD and SLCDD were parties to an Interlocal Agreement, created and entered into pursuant to state statute, under which they agreed to operate in conjunction with each other, in part, as follows:

- a. VCCDD (District Government) will provide to SUMTER LANDING, various and numerous functions including, but not limited to: providing a local office for primary contact by residents with a complete copy of all records; maintaining the legal office for the District; managing the day-to-day business; representation relating to business matters; providing public information, public education; management of SUMTER operations; assistance to residents; and other services as may be deemed appropriate. In addition the local office shall respond to all requests for information; payoff information on assessments; shall process collection and payoff of pre-paid assessments; and
- b. SLCDD (Sumter Landing) agrees to provide annually to the DISTRICT GOVERNMENT in return for services as described in Section 2, such amount as is approved by the SUMTER LANDING Board and reflected in the annual budget. Payment shall be inclusive of direct personnel costs for the operation of the local office including normal operating expenses such as telephone, utilities, etc.

13. At all times material hereto, SLCDD and VCDD10 were parties to an Interlocal Agreement, created and entered into pursuant to state statute, under which they agreed to operate in conjunction with each other, in part, as follows:

- a. Project Wide Improvements are described in Exhibit A. Ref: 2003-08-29;
- b. Project Wide Improvements - SLCDD shall coordinate and supervise the maintenance of Project Wide Improvements. Ref: 2003-08-29;
- c. To share expenses of maintaining project wide improvement equitably among all district, based upon assessable acreage Ref: 2003-08-29;
- d. Allocation of Costs; and
- e. Exhibit A: Landscaped Rights of Way including Street Lighting, Entry Features; Lakes and Shorelines, Conservation and Buffer areas; Roads and Bridges; Tunnels

14. The relationship between VCCDD and SLCDD as parties to the Interlocal Agreement described in paragraph 11 herein, and SLCDD and VCDD10 as parties to the Local Agreement described in paragraph 12 herein, was explained and clarified [by McQuerty – need office and title] as follows:

“[VCDD10 has] an Interlocal Agreement with the SLCDD, and the SLCDD has an Interlocal Agreement with the VCCDD to provide Management Services as the VCCDD is the District that employs District Staff and through the management agreements Staff provides services for all other Districts. “[VCDD10] pays for its services through a cost allocation which is a line item on the budget. There is only one Interlocal Agreement between the SLCDD and VCCDD.”

15. At all times material hereto, the 2nd Amended and Restated Interlocal Agreement for Maintenance of Project Wide Improvements pertained to VCDD10, and provided, in part, as follows:

Maintenance Obligation for Stormwater Management System (SWMS) includes Lake Sumter, Stormwater Retention Basins (SRB), other Water Retention Areas (WRA), underground stormwater conveyance systems and similar areas conveyed to CDDs or over which CDDs have assumed maintenance but excluding such bleed down underground conveyance-systems operated pursuant to the VWCA irrigation system and not part of the SWMS. Ref. Exh A: Lakes, Shorelines.etc. #5.

16. At all times material hereto, DEO 12-1ESR Amendment Package included the following provisions pertaining, in part, to VCDD10:

- Sumter County Interlocal Service Boundary agreement w/City of Wildwood was withdrawn by S.C. BOCC because duplicated by Unified Comprehensive Plan. Ref: 12-1ESR Pg3
- Sumter County Ordinance 2012-12 (concurrently) executed 26 Sep 2012 amending SC Comprehensive Plan’s Future Land Use element including Recreation and Open Space.
 - Sumter County Comprehensive Plan as amended is the official Comprehensive Plan for the unincorporated area of Sumter County. Ref: 12-1 ESR pg 3
 - Ord 2012-12 and the amended Comprehensive Plan shall be construed in pari materia with section 163.3161 fs.
 - Sumter County Zoning and Adjustment Board is the Local Planning Agency for unincorporated areas of Sumter County. Ref: Ord 2012-12 pg 2
 - Proposed Comprehensive Plan amendment dated Jun 2012 was transmitted to DEO on 5 Jul 2012
 - BOCC approved Comprehensive Plan Amendment (CPA2012-005 - Unified Sumter County/Center Hill/Webster Comp Plan) for adoption on 25 Sep 2012
 - Effective date of Comprehensive Plan is date DEO notifies that plan amendment package is complete. Ref 12-1 ESR pg 4
 - Only Goals, Objectives, and Policies are adopted. Data and Analysis was required to demonstrate consistency with statutory requirements.
 - 163.3161 fs (to be construed in pari materia with Comprehensive Plan
 - (6) “.adopted comprehensive plans shall have the legal status set out in this act and no public or private development shall be permitted except in

conformity with the comprehensive plans, or elements or portions thereof, prepared and adopted conformity with this act.

- Definition of “development”. Ref: 380.04 (1) and (2)(b)
 - (1) The term “development” means the carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.
 - (2) The following activities or uses shall be taken for the purposes of this chapter to involve “development,” as defined in this section:
 - (b) A change in the intensity of use of land...
- (10) ... all governmental entities in this state recognize and respect judicially acknowledge and constitutionally protected private property rights. Legislature intends all rules, ordinances, regulations, comprehensive plans and amendments thereto, and programs adopted under the authority of this act must be developed, promulgated, implemented and applied with sensitivity for private property rights,,, and property owners must be free from actions by others which would harm their property or which would constitute an inordinate burden on property rights as those terms are defined in 70.001(3)(e) and (f).
 - Private property rights protection
Ref: 70.001(3) definitions paraphrased
 - (a) “vested right” is determined by applying principles of equitable estoppel or substantive due process under common law or by applying statutory law of Fl.
 - (b)1- Actual, present use or activity normally associated with or incidental to type of use
 - (b)2 - Activity or land uses suitable and compatible with adjacent land uses which have created an existing fair market value on the property
 - (c) - “governmental entity” includes CDD -
 - “action of a governmental entity” means specific action which affects real property, including action on an application or permit
 - (c)(1) “inordinate burden” - action of governmental entities has directly restricted or limited use such that property owner is permanently unable to attain the reasonable, investment backed expectation for the existing use of the real property... property owner is left with existing uses that are unreasonable such that the property owner bears permanently a disproportionate share of the burden imposed for the good of the public, which in fairness should be born by the public at large.
 - We have strangers behind our home on a 24/7 basis although we searched for private lot and paid a premium for privacy. No other water retention pond in The Villages allows strangers access behind resident’s homes. We bear a disproportionate burden due to the illegal action of CDD10 and District Government to open the Stormwater management pond behind our home to the public.

- The home at 3506 Crews Ct in The Villages (Lake County) behind a legally permitted Dog park took 3 1/2 years to sell.
- 163.3194 - Legal Status of Comprehensive Plan (2012)
- (1)(a) - After a comprehensive plan has been adopted, all development undertaken by and all actions taken in regard to development orders by, governmental agencies in regard to land covered by such plan “shall be consistent with such plan or element as adopted.”

17. At all times material hereto, the developer of the property has operated the parcel immediately behind the Petitioner’s property under a grading permit, conditioned, in part, upon a prohibition against public access.

18. In connection therewith, and in part on the basis that there would be no public access, a waiver was subsequently issued allowing the installment of a six-foot fence around the pond contained in said parcel.

19. At no time was a request made in compliance with statutory or other authority that the subject parcel be designated a recreation area, or that it be designated an area on which public access would be allowed.

20. In addition, The Sumter County Board of Commissioners approved their Development Order, concurrent Comprehensive Plan, and Code of Ordinances, none of which unilaterally provided that the subject parcel be designated a recreation area, or that it be designated an area on which public access would be allowed.

21. Notwithstanding said facts, and contrary thereto, The Sumter County Board of Commissioners approved the plat designating the parcel as a recreation area.

22. Said approval by The Sumter County Board of Commissioners was contrary to their own approved Development Order, concurrent Comprehensive Plan, and Code of Ordinances.

23. On or about July 8, 2015, LAUBE and HUNTER acquired title by warranty deed to the following property in The Villages:

Lot 49, Villages of Sumter Unit No. 237, according to the plat thereof recorded in Plat Book 15, Pages 15 and 15A through 15D, Public Records of Sumter County, Florida.

24. LAUBE and HUNTER purchased said lot in reliance, in part, upon representations that the subject parcel immediately behind them was not open to the public.

25. For a period of time, the parcel immediately behind LAUBE and HUNTER's property was used in conformity with the above-referenced grading permit, waiver, and representations.

26. However, members of the general public subsequently began accessing the subject parcel, at which time LAUBE and HUNTER began investigating the records of their property and the subject parcel, and discovered the subject plat.

27. LAUBE and HUNTER thereupon brought the issue to the attention of The Sumter County Board of Commissioners, which responded that it "will not be the enforcement entity".

28. LAUBE and HUNTER have suffered and are presently suffering injury and loss due to the general public accessing the parcel of land immediately behind their property.

Action for Declaratory Judgment

29. LAUBE and HUNTER hereby reallege and reaver paragraphs 1 through 27 as if same were fully set forth herein.

30. LAUBE and HUNTER are in doubt about their rights under the above-referenced warranty deed, grading permit, waiver, Development Order, concurrent Comprehensive Plan, Code of Ordinances, other pertinent documents, and the subject plat.

31. On such basis, LAUBE and HUNTER seek hereby to obtain a declaration of their rights, status, or other equitable or legal relations with regard to the subject parcel immediately behind their property.

32. There exists a bona fide, actual, present practical need for such declaration.

33. The declaration sought by LAUBE and HUNTER deals with a present, ascertained or ascertainable state of facts or present controversy as to a state of facts.

34. LAUBE and HUNTER's rights as to the parcel immediately behind their property are dependent upon the facts or the law applicable to the facts.

35. One, some, or all of the Respondents named herein have, or reasonably may have an actual, present, adverse and antagonistic interest in the subject matter of this petition, either in fact or law.

36. The antagonistic and adverse interests are all before the court by proper process or representation, and the relief sought is not merely the giving of legal advice by this Honorable Court or the answer to questions propounded from curiosity.

WHEREFORE, JESSICA LAUBE and ROBERT HUNTER, by and through their undersigned counsel, respectfully request that this Honorable Court grant the instant petition, and accordingly declare that the following parcel of land immediately behind their property is to be free of public access, and that such right accrues to them, together with any and all such other declaratory relief as the court deems proper.

Action for Injunctive Relief

37. LAUBE and HUNTER hereby reallege and reaver paragraphs 1 through 36 as if same were fully set forth herein.

38. LAUBE and HUNTER have suffered and will suffer irreparable harm as a result of the general public gaining access to the parcel of land behind their property, in part, as follows:

- a. They have lost and will lose the benefit of their bargain in purchasing their property, in that the representations made to them that there would be no public access allowed were material to their decision to purchase that particular property;
- b. The fair market value and desirability of their property has been and is significantly reduced as a result of the foot traffic along their property and the presence of people and domestic pets in the subject parcel immediately behind their property;
- c. They have suffered a significant loss of privacy in their back yard and at the back of their house as a result of the general public having been allowed to use the subject parcel; and

- d. They have suffered a significant reduction in security of both their property and person as a result of the general public having been allowed to use the subject parcel.

39. LAUBE and HUNTER have a clear legal right to have the parcel of land behind their property free from public access due, in part, to the following:

- a. The developer and/or agents thereof represented to them that the subject parcel would be free from public access, which such representation constituted a material inducement upon which they relied in deciding to purchase their property; and
- b. Various documents, including, but not limited to, the above-described grading permit, waiver, The Sumter County Board of Commissioners' Development Order, concurrent Comprehensive Plan, and Code of Ordinances.

40. LAUBE and HUNTER have no adequate remedy at law, in that monetary damages are inadequate for the harm they have suffered and will suffer as a result of the public having access to the parcel immediately behind their property.

41. The injunction sought hereunder would not disserve the public interest, in that there are sufficient other recreational areas in the immediate vicinity, and the harm suffered by LAUBE and HUNTER would be greater in the absence of such injunction than would be the harm suffered by any of the respondents or general public if such an injunction is issued.

WHEREFORE, JESSICA LAUBE and ROBERT HUNTER, by and through their undersigned counsel, respectfully request that this Honorable Court grant the instant petition, and accordingly issue a permanent injunction prohibiting each and all of the respondents from allowing public access to the subject parcel, requiring each and all of the respondents to take reasonable actions to prevent the general public from accessing the subject parcel, including the installation of a gate at the entrance of the access point thereof, together with any and all such other injunctive relief as the court deems proper.

DEMAND FOR JURY TRIAL

The Petitioners hereby demand trial by jury of all issues set forth herein that are so triable as a matter of right.

THE SESSIONS LAW FIRM

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IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR SUMTER COUNTY, FLORIDA

JESSICA LAUBE and
ROBERT HUNTER,

Petitioners,

vs.

CASE NO.: 2019-CA-000500

VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT,
SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT,
VILLAGE COMMUNITY DEVELOPMENT
DISTRICT 10, and THE SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS,

Respondents.

_____/

**MOTION TO DISMISS PETITION FOR DECLARATORY JUDGMENT AND
INJUNCTIVE RELIEF AND MEMORANDUM OF LAW IN SUPPORT THEREOF**

COMES NOW, Respondent Sumter County Board of County Commissioners, (hereinafter referred to as "Sumter County BOCC") by and through their undersigned attorney, and files this, its *Motion to Dismiss Petition for Declaratory Judgment and Injunctive Relief*, as to the Petition filed by Jessica Laube and Robert Hunter (hereinafter referred to as "Petitioners") and in furtherance thereof state as follows:

1. On December 18, 2019, Petitioners, Jessica Laube and Robert Hunter filed a Petition for Declaratory Judgment and Injunctive Relief against Village Center Community Development District, Sumter Landing Community Development District, Village Community Development District 10, and the Sumter County Board of County Commissioners.

2. Sumter County BOCC seeks dismissal of the Petition as to Sumter County BOCC on three grounds (a) the Petition fails to state a cause of action against Sumter County BOCC, as is

required by Fla. R. Civ. P 1.140(b)(6); (b) Petitioners failed to exhaust all administrative remedies before proceeding to litigation against Sumter County BOCC; and (c) Petitioners' claims are time barred with respect to actions against Sumter County BOCC pursuant to Sumter County Code Section 13-370(c) and (d) and Florida Statute §163.3215.

3. Petitioners make three allegations specifically with respect to Sumter County BOCC, alleging – in relevant part - that:

a. Sumter County BOCC “approved their Development Order, concurrent Comprehensive Plan, and Code of Ordinances” (Petition ¶20);

b. Sumter County BOCC “approved the plat designating the parcel as a recreation area” (Petition ¶21) ; and

c. Sumter County BOCC’s approval was “contrary to their own approved Development Order, concurrent Comprehensive Plan, and Code of Ordinances” (Petition ¶22).

4. The *Petition for Declaratory Judgment and Injunctive Relief* seeks a declaratory judgment and injunctive relief against all Respondents without clarifying the specific actions of each party at issue in each of the causes of action.

a. The factual allegations of paragraphs 1 through 27 are re-alleged and re-averred in the action for declaratory judgment; however, there are no specific allegations in the Petition that would substantiate a cause of action against Sumter County BOCC, or that identify a present controversy that Sumter County BOCC is a party to.

b. The factual allegations of paragraphs 1 through 36 are re-alleged and re-averred in the action for injunctive relief; however, there are no specific allegations in the Petition that would substantiate such a cause of action

against Sumter County BOCC, or that would demonstrate Sumter County BOCC has any present responsibility, obligation or authority over use of the parcel as a public space beyond the referenced Development Order, concurrent Comprehensive Plan, and Code of Ordinances.

5. None of the allegations contained in Paragraphs 20, 21, and 22 of the Petition, contain a date reference from which Respondent Sumter County BOCC may ascertain with certainty whether or not Petitioners claims are time barred. However, a review of other references within the Petition indicates that the concurrent Comprehensive Plan on which the Petitioners claims rely was approved in 2012, and the Petitioners' acquired their property in 2015 subsequent to the approval of the concurrent Comprehensive Plan.

6. The Petition makes no allegation that Sumter County BOCC owns the parcel in question that is the basis for the Petitioners action; therefore, there are no other allegations or facts which would support a cause of action against Sumter County BOCC.

MEMORANDUM OF LAW IN SUPPORT THEREOF

7. In order to state a cause of action, a Petition must allege "a short and plain statement of the ultimate facts to show that a pleader is entitled to relief." *Florida Farm Bureau Gen. Ins. Co. v. Insurance Co. of N. Am.*, 763 So. 2d 429 (Fla. 5th DCA 2000). Based on the absence of any facts that identify a controversy on the part of Sumter County BOCC that would show Petitioners are entitled to relief from Sumter County BOCC, the Petitioners have failed to meet required pleading standards.

8. "As a general rule, parties are required to pursue administrative remedies before resorting to the courts to challenge agency action." *City of Deland v. Lowe*, 544 So. 2d 1165 (Fla. 5th DCA), *rev. denied*, 551 So. 2d 461 (Fla. 1989); *City of Gainesville v. Republic Investment Corp.*, 480 So. 2d 1344 (Fla. 1st DCA 1985). The Petitioners' failed to avail themselves of any

administrative remedies with respect to Sumter County BOCC approvals, and code enforcement.

9. Pursuant to the Sumter County Code of Ordinances Section 13-370(c) appeals of any decision of the Sumter County Board of County Commissioners under the Land Development Code must be filed within 30 days of the date of final action of the commission.

10. Section 13-370, in relevant part, states:

“(c) From action of commission. An appeal from a decision of the commission shall be by petition for writ of certiorari to the Circuit Court of the Fifth Judicial Circuit within thirty (30) days from the date of final action by the commission.

(d) Judicial review. Notwithstanding subsections (a), (b) and (c), any adversely affected person aggrieved by any decision of any officer, department, board, commission or bureau of the board of county commissioners, including the board of county commissioners, may appeal any such final action to the Circuit Court for Sumter County, Florida. The appeal shall be by petition for writ of certiorari and must be filed within thirty (30) days after the date of the decision.”

11. In addition, Florida Statute §163.3215 is the exclusive method for an aggrieved or adversely affected party to appeal or challenge a development order and its consistency with an approved comprehensive plan.

12. Subsection (3) of Florida Statute §163.3215 provides that an aggrieved or adversely affected party may maintain a de novo action for declaratory, injunctive, or other relief against any local government to challenge any decision of such local government granting or denying an application for a development order. The de novo action must be filed no later than 30 days following rendition of a development order or other written decision, or when all local administrative appeals, if any, are exhausted, whichever occurs later.

13. Subsection (4) of Florida Statute §163.3215 provides that if a local government has adopted an ordinance establishing a means of appeal consistent with the requirements set out in the statute, the sole method by which an aggrieved and adversely affected party may challenge any decision of local government granting or denying an application for a development order on the basis that it is not consistent with the adopted comprehensive plan is by an appeal filed by a

petition for writ of certiorari filed in circuit court no later than 30 days following rendition of a development order or other written decision of the local government, or when all local administrative appeals, if any, are exhausted, whichever occurs later.

14. Therefore, under either the local Land Development Code Section 13-370 or either Sections (3) or (4) of Florida Statute §163.3215, Petitioners are barred from seeking the requested relief against Sumter County BOCC; and therefore, the Petition should be dismissed with prejudice as it relates to Sumter County BOCC.

WHEREFORE, Respondents pray for an Order Dismissing the Petition with prejudice as it relates to Sumter County BOCC.

Dated this 24th day of February, 2020.

Respectfully Submitted,

/s/ Jennifer C. Rey

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Attorney for Respondent Sumter County BOCC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing *Motion to Dismiss Plaintiff's Petition for Declaratory Judgment and Injunctive Relief and Memorandum of Law in Support Thereof* was served on this 24th day of February 2020 via State of Florida E-portal to: Jerry L. Session, II, The Sessions Law Firm, 301 West Bay Street, Suite 1400, Jacksonville, Florida 32202 and Atty.Sessions@gmail.com.

/s/ Jennifer C. Rey, Esq.

Jennifer C. Rey, Esq.

Florida Bar No. 0041997

The Board of Sumter County Commissioners (BOCC/Board) convened in a workshop session on Tuesday, February 18, 2020, at the Sumter County Service Center in Wildwood, Florida, with the following members present to wit: Al Butler, 2nd Vice Chairman, District No. 1; Doug Gilpin, District No. 2; Don Burgess, District No. 3; Garry Breeden, Vice Chairman, District No. 4; and Steve Printz, Chairman, District No. 5. The following individuals were also present and acting in their respective official capacities: Bradley Arnold, County Administrator; Bill Kleinsorge, Finance Director; and Caroline Alrestimawi, Deputy Clerk. The complete audio recording of this meeting is available by request through the Clerk's Website - www.sumterclerk.com.

1. Public Forum

There was no input from the public.

2. Assistant County Administrator Department Overview (For Direction)

Stephen Kennedy, Assistant County Administrator, gave the attached presentation, with commentary from Bradley Arnold, County Administrator. Mr. Kennedy and Mr. Arnold began the workshop by addressing Animal Services, including Mosquito Control. Mr. Arnold discussed the "return to owner" component, since there has been miscommunication regarding this component in the past. Currently, on the website individuals can provide photos and locations for lost pets with contact information, which allows animals to be returned to their owners outside of Animal Services if they so wish. However, individuals may also return lost pets to Animal Services directly. In regards to rescue group transfers, a lot of rescue groups are looking for particular groups of animals, resulting in attractive special breeds oftentimes being picked up first. Mr. Kennedy is trying to determine a fair process that will continue moving animals but will also allow locals and local groups, such as the Humane Society, a chance to also get more desirable breeds. With increased staff support, the Animal Services operation is now open seven days a week. Mr. Kennedy also spoke regarding the free adoption program and changes in the tag identification program. This summer, the planned Animal Services expansion will take place. A bid opening for this project has taken place and will be on the next agenda. At the direction of the Commissioners, Mr. Arnold and Mr. Kennedy will work on preparing a press release regarding the continued improvements to Animal Services. Next, Fire & EMS was discussed. There was discussion regarding situations when emergency vehicles are dispatched but may not be needed. There may be another approach that could be discussed after a data analysis is completed. This study would factor in patient outcomes, trained individuals, etc. The Commissioners provided consensus for a data analysis of Fire & EMS to be completed. In regards to Emergency Management, the County has submitted for funding regarding the Lake Panasoffkee Shelter. Commissioner

Gilpin also made a trip to discuss the funding with the appropriate representatives. Compliance and Quality Assurance was also discussed. With the new medical direction, in conjunction with University of Florida, EMT care will expand. Other areas that were discussed include: Public Safety Radio System; Fleet Transit Services; E9-1-1 Services; and NG 911 Service Accuracy.

2-18-20-2

3. Adjourn

The workshop session adjourned at 5:59 p.m.

The Board of Sumter County Commissioners (BOCC/Board) convened in regular session on Tuesday, February 25, 2020, at The Everglades Regional Recreation Center in The Villages, Florida, with the following members present to wit: Al Butler, 2nd Vice Chairman, District No. 1; Doug Gilpin, District No. 2; Don Burgess, District No. 3; Garry Breeden, Vice Chairman, District No. 4; and Steve Printz, Chairman, District No. 5. The following individuals were also present and acting in their respective official capacities: Bradley Arnold, County Administrator; Bill Kleinsorge, Finance Director; Caroline Alrestimawi, Deputy Clerk; and Jennifer Rey of The Hogan Law Firm, Attorneys for the Board. Commissioner Printz called the meeting to order at 5:00 p.m. with the invocation given by Commissioner Butler followed by the flag salute led by Commissioner Breeden. The complete audio recording of this meeting is available by request through the Clerk's Website - www.sumterclerk.com.

1. TIMED ITEMS & PUBLIC HEARINGS

None

2. REPORTS AND INPUT

a. County Administrator

Bradley Arnold, County Administrator, introduced Doug Layton, PE, PWLF, Director of Region IV for the American Public Works Association. Mr. Layton presented the reaccreditation to the Public Works Department. The following individuals were present from the Public Works Department: Deborah Snyder, Public Works Director; Shailesh Patel, Assistant Public Works Director for Construction; Michael Jara, Assistant Public Works Director over Facilities and Parks; Bruce Atkinson, Superintendent for Facilities and Parks; Michael Bryant, Assistant Public Works Director for Operations; Bobbie Riley, Superintendent for Operations; Steven Cohoon, Engineer, and Tony Davis, Engineer.

2-25-20-APWA Presentation

- 1. Village Park Center (VPC) Land Use SS2020-0002 and Rezoning R2020-0001 Withdraw Without Prejudice (For Information Only)

2-25-20-2-a-1

b. County Attorney

- 1. Requested Attorney General Opinion Regarding Signage during Elections (For Information Only)

2-25-20-2-b-1

c. Clerk of Circuit Court

1. Check Registers for January 2020 (For Information Only)

2-25-20-2-c-1

d. Board Members

1. Commissioner Burgess will be attending the MPO Executive Committee and Governing Board Meetings tomorrow afternoon.
2. Commissioner Gilpin will also be attending the MPO Executive Committee and Governing Board Meeting.
3. Commissioner Butler - No report.
4. Commissioner Breeden attended the District 5/24 Medical Examiners Board Meeting.
5. Commissioner Printz - No report.

e. Public Forum

David Sirdar, 66 Wintergreen Dr, Fruitland Park, spoke during Public Forum.

3. NEW BUSINESS - ACTION REQUIRED

a. MINUTES

1. Minutes of Regular Meeting Held on February 11, 2020 (Staff Recommends Approval).

2-25-20-3-a-1

Commissioner Burgess moved, with a second by Commissioner Butler, to approve the minutes of Regular Meeting Held on February 11, 2020. The motion carried 5 - 0.

b. SET FUTURE PUBLIC HEARINGS OR MEETINGS

None

c. APPOINTMENTS

1. Affordable Housing Advisory Committee (AHAC) Vacancy (Board's Option).

There are no applicants at this time. Thus, no action was taken.

2-25-20-3-c-1

2. Construction Industry Licensing/Fire Code Board of Appeals Vacancy (Board's Option).

There are no applicants at this time. Thus, no action was taken.

2-25-20-3-c-2

3. Public Safety Coordinating Council Vacancies (Board's Option).

There are no applicants at this time. Thus, no action was taken.

2-25-20-3-c-3

4. Sumter County Public Library Advisory Board (SCPLAB) Vacancy (Board's Option).

There are no applicants at this time. Thus, no action was taken.

2-25-20-3-c-4

5. Sumter County Tourist Development Council Vacancy (Board's Option).

There are no applicants at this time. Thus, no action was taken.

2-25-20-3-c-5

d. FINANCIAL

1. Budget Amendment A-12 (FY 2019/20) General Fund (Staff Recommends Approval).

This budget amendment is needed to allocate funding for PTO sell back for the County employees, retirement contributions for retired employees, gas for the Supervisor of Elections and Property Appraiser offices, EMS Grant remaining funds from prior year, Public Works building security system, Purchasing extractor and laundry location, Croom-A-Coochee playground equipment, interpreting services, information technology prior year purchase order paid in current year, Tourist Development prior year purchase order paid in current year, information technology packet viper memory purchase, Red Cross learn to swim program on behalf of the Health Department, trade show pop-up display, increase parts cost associated with Fleet repairs, prior year purchase order expenses in current year and additional funding for the planned Animal Services building.

2-25-20-3-d-1

2. Budget Amendment A-13 (FY 19/20) Debt Service Fund Recognize Revenue and Appropriate Funds (Staff Recommends Approval).

This budget amendment recognizes revenues from the Capital Improvement Refunding Bond, Series 2020 for professional services, specifically bond counsel and financial advice and appropriates those funds for payment for those services.

2-25-20-3-d-2

3. Inventory Transactions - Disposal and Surplus of Property (Staff Recommends Approval).

2-25-20-3-d-3

4. Purchase Order Approval for FY 2019/2020 (Staff Recommends Approval).

The attached list of open purchase requisitions is recommended for approval.

2-25-20-3-d-4

Commissioner Burgess moved, with a second by Commissioner Breeden, to Approve items 1 through 4 under Financial. The motion carried unanimously 5 – 0.

e. CONTRACTS AND AGREEMENTS

1. Approval of “The Certification of County Matching Funds” Related to a Federal Grant to Improve Elections Security (Staff Recommends Approval).

The Supervisor of Elections (Supervisor) has applied for and received approval for funding from the Federal Election Cybersecurity Initiatives program, through the Florida Department of State. One of the grant requirements is that the County appropriate and expend 15% of the amount of the grant from County funds. The grant is in the amount of \$15,520.96, requiring a County match of \$2,328.14. This request is for the BOCC to authorize the Chairman to sign the attached Certification of County Matching Funds. The Certification requires the County to appropriate \$2,348.14 to the Supervisor for this purpose. The funding for this purpose has already been identified by the Supervisor of Elections. Therefore, a budget amendment is not required at this time.

2-25-20-3-e-1

2. Award and Enter into Contract with Daly & Zilch (Florida), Inc. for ITB 007-0-2020/RS Sumter County Animal Services Construction Project (Staff Recommends Approval).

ITB 007-0-2020/RS Sumter County C-466 and Preston Drive Signal Construction was broadcasted on 1/3/2020. Bids were due on 2/17/2020 at 2:30 p.m. and opened at 2:35 p.m. in Room 110 of The Villages Sumter County Service Center.

Four (4) bids were received from the following contractors: 1. Daly & Zilch (Florida), Inc. (\$347,725.00); 2. The E&L Construction Group (\$366,000.00); 3. Allstate Construction, Inc. (\$399,500.00); and 4. Sloan Builders, Inc. (\$440,000.00). The Selection Committee met on 2/18/2020 and agreed to recommend to the BOCC to enter into contract with Daly & Zilch (Florida), Inc.

2-25-20-3-e-2-Agreement, 2-25-20-3-e-2, 2-25-20-3-e-2-ITB, 2-25-20-3-e-2-Allstate Submittal, 2-25-20-3-e-2-DalyZilch Submittal, 2-25-20-3-e-2-EandL Submittal, 2-25-20-3-e-2-Sloan Builders Submittal

3. Award and Enter into Contract with Traffic Engineering and Management, LLC for ITB 001-0-2020/RS Sumter County C-466 and Preston Drive Signal Construction (Staff Recommends Approval).

ITB 001-0-2020/RS Sumter County C-466 and Preston Drive Signal Construction was broadcasted on 1/3/2020. Bids were due on 2/17/2020 at 2:30 p.m. and opened at 2:35 p.m. in Room 110 of The Villages Sumter County Service Center. Three (3) bids were received from the following contractors: 1. Traffic Engineering and Management, LLC (\$488,190.00); 2. American Lighting and Signalization, LLC (\$542,816.00); and 3. Traffic Control Devices, Inc. (\$553,355.00). The Selection Committee met on 2/18/2020 at 2:30 p.m. and agreed to recommend to the BOCC to enter into contract with Traffic Engineering and Management, LLC.

2-25-20-3-e-3-Agreement, 2-25-20-3-e-3, 2-25-20-3-e-3-ITB, 2-25-20-3-e-3-American Lighting Submittal, 2-25-20-3-e-3-Traffic Control Submittal, 2-25-20-3-e-3-Traffic Engineering Submittal

4. Independent Consultant Agreement between Eisman & Russo Consulting Engineers (Consultant) and Sumter County Board of County Commissioners (BOCC) for the Construction Engineering Inspection (CEI) Services for C-478 Safety Improvement LAP Project 439912-1-68-01 (Staff Recommends Approval).

The Florida Department of Transportation (FDOT) Local Agency Program (LAP) Agreement will assist the BOCC in the construction and construction engineering inspection (CEI) services for Safety Improvements along C-478 from US 301 (MP 0.00) to the City of Center Hill southern limit (MP 10.35). Curve Improvements will include curve 2 (MP 1.65), curve 7 (MP 8.2), curve 8 (MP 8.5), and curve 9 (MP 8.8), FPN 439912-1-58/68-01. On February 17, 2020, FDOT provided a letter to serve as the Department's Notice-to-Proceed to the BOCC with the execution of the Consultant Contract for CEI Services. CEI Services for 439912-1-68- 01, C-478 from US 301 to the City of Center Hill southern limit may include but are not limited to: verification of the contractor's equipment, inspection, and verification of the work performed by the road contractor by providing an FDOT-qualified Inspector onsite during the roadway

construction activities. Additional items include LAP construction contract compliance, contract-related pay item tracking, material testing oversight, contractor invoice reviews, and monthly project status meetings. Eisman & Russo's CEI fee proposal shall not exceed \$149,480.11.

2-25-20-3-e-4

5. Piggyback Agreement with Lake County, Florida on Leesburg Concrete Company Incorporated Agreement for Precast Concrete Restroom with Tank for Sumterville Community Park (Staff Recommends Approval).

A need for a permanent restroom structure with a tank was identified by County staff for the Sumterville Community Park. Lake County, Florida through competitive bid (ITB 16-0214) awarded an agreement to Leesburg Concrete Company, Incorporated to provide and install precast concrete restrooms and other buildings throughout their county on an as needed basis. This contract was effective August 8, 2016 and was recently renewed through August 7, 2020. Sumter County received approval by Lake County and Leesburg Concrete Company, Incorporated to piggyback on the Lake County agreement.

2-25-20-3-e-5

6. Amendment #1 to the Incentive Agreement between Sumter County and MAPEI Corporation (Staff Recommends Approval).

On April 10, 2018, the BOCC approved a Manufacturing Incentive Agreement with MAPEI Corporation. MAPEI substantially increased the size and scope of the planned manufacturing expansion from a proposed \$5,100,000 capital investment to an estimated \$21,000,000 capital investment. The additional planning required for the larger project delayed commencement of construction. Site plan information is currently under review by BOCC, and the City of Wildwood officials and commencement of construction is expected to begin later this year. Additionally, as part of the initial incentive agreement, funds were reserved by the BOCC via a resolution on March 13, 2018, designating a local match incentive based on the State of Florida Qualified Target Industry (QTI) Program. Since the new expansion will be highly automated, MAPEI may not reach the job number targets tied to subsequent years of the QTI program. Amendment #1 allows an option for payment of the allocated amounts for the local match of the QTI program to be paid directly to MAPEI rather than the Florida Economic Development Trust Fund. There is no additional cost to the BOCC for this provision regarding the method of payment for the QTI local match since the original incentive amounts were reduced based on the QTI local match commitment. There is also no impact on the Florida Economic Development Trust Fund since the fund will not make payments out to MAPEI if the job targets are not reached.

2-25-20-3-e-6

7. Approve Change Order #1 for Contract with C.W. Roberts Contracting, Inc. for ITB # 040-0-2019/RS, Sumter County Morse Boulevard Phase II Rehabilitation From 2600 Feet South of O'Dell Circle Roundabout to SR 44 (Staff Recommends Approval).

ITB 040-0-2019/RS, Sumter County Morse Boulevard Phase II Rehabilitation from 2600 feet South of O'Dell Circle Roundabout to SR 44 project was awarded to C.W. Roberts Contracting, Inc. on November 12, 2019, for the Base Bid of \$3,066,768.84. During the term of the contract, Public Works Office received a cost-savings proposal from the contractor. The contract duration remains the same.

2-25-20-3-e-7

8. Reduce Contract RFQ 017-0-2-18/RS, Sumter County Jail Expansion Design-Build Services, (\$630,863.00) For Owner Provided Purchase Orders Associated with the Owner Direct Purchase Program (DPO) (Staff Recommends Approval).

The present contract amount is \$17,276,100.05. This change as a deduction will be (\$630,863.00) for a new balance of \$16,645,237.05. The deductive amount includes the actual amount of the owner issued purchase orders. The current estimated tax savings are approximately \$207,519.

2-25-20-3-e-8

9. Transportation Mitigation Agreement Among Falkenburg Investment Partners, Ltd., Lake Sumter Commercial, L.L.C., Referred to as "Lake Sumter Mixed Use Development", and Sumter County, Florida (Staff Recommends Approval).

Sumter County has reached an agreement with Lake Sumter Mixed Use Development, on the needed transportation improvements to mitigate adverse transportation impacts resulting from the development of Lake Sumter Mixed Use Developments property. Lake Sumter Mixed Use Development agrees to design, construct, inspect, and permit, at its own cost, the following transportation improvements: a) Turn Lanes on C-466- An eastbound right-in/right-out turn lane is required at the project entrance on C-466. The right-in/right-out turn lane shall be 240 feet in length. An eastbound right turn lane will also be required at the intersection of C-466 and CR-100. This right turn lane shall be 295 feet in length. b) Turn lanes on CR-100- A northbound left turn lane is required at the intersection of C-466 and CR-100 and shall be 217 feet in length. A southbound right turn lane will be required at the project entrance along CR-100 and shall be 120 feet in length. The existing roadway shall be restriped to accommodate one southbound through lane, one northbound left turn lane, and one northbound right turn lane. c) Traffic signal at CR-100 and C-466- A traffic signal shall be installed

at CR-100 and C-466. Lake Sumter Mixed Use Development shall be responsible for the design, construction, inspection, and permitting of the traffic signal. Lake Sumter Mixed Use Development shall use IMSA certified inspectors for the inspection of the signal construction. All inspection documentation shall be transferred to the County prior to acceptance of the signal. Upon construction of the Improvements identified in above, receipt of the inspection documentation required in accordance with this Agreement, and acceptance of the Improvements by Sumter County, the County agrees that Lake Sumter Mixed Use Development will have satisfactorily mitigated the adverse transportation impacts associated with the development of the Lake Sumter Mixed Use Developments property.

2-25-20-3-e-9

10. Proposal for Security Upgrades at the Sumter County Courthouse (Security Vestibule) to Harden the Safety and Security of the Officers and Citizens at the Screening Checkpoint (Staff Recommends Approval).

On January 14, 2020, the Board of Sumter County Commissioners approved to award and enter into contract negotiations with The Lunz Group for RFQ 053-0-2019/RS Sumter County On-Call Architectural and Engineering Services. The Lunz Group submitted a proposal for Security Upgrades at the Sumter County Courthouse. Scope of Work:

1. Develop a plan that represents the current floor plan of the spaces to address.
2. Research the ballistic enhancement products that are available at a reasonable expense and provide information to the stakeholders on those products.
3. Review and analyze the current plan layout for efficiency and security weakness points.
4. Design and document a new concept plan that provides enhancements available through reasonable and prudent construction efforts and still allows for the lobby function efficiently.
5. Review meeting to discuss the above items will be held with stakeholders in Bushnell.
6. After approval of the plan, a cost magnitude estimate will be made to determine need budget and allocations.
7. Documentation and Construction Administration services are not included in this proposal and will be negotiated after acceptance of the proposal.

Cost for items one through six- \$4,850.00

Reimbursables - \$ 300.00

TOTAL PROPOSAL - \$5,150.00

2-25-20-3-e-10

Commissioner Breeden moved, with a second by Commissioner Butler, to Approve items 1 through 10 under Contracts and Agreements. The motion carried unanimously 5 – 0.

f. GENERAL ITEMS FOR CONSIDERATION

1. Satisfaction of Civil Restitution Lien for Francisco Herbierto Ramos (Staff Recommends Approval).

On October 8, 2019 a Civil Restitution Lien for case 2019 CT 1113 was ordered in the amount of \$500.00, for Francisco Herbierto Ramos. On January 31, 2020, County Finance received money order #26014574193, in the amount of \$500.00 to satisfy the balance of said lien.

2-25-20-3-f-1

2. Approval of Release of Lien for Robert Campbell (Staff Recommends Approval).

A code enforcement lien was filed against this property on December 9, 2016, in which the property owner at the time was Robert Campbell. The property was found in compliance on February 6, 2020. The property sold at a Tax Deed sale on December 12, 2019, and has since been brought into compliance.

2-25-20-3-f-2

Commissioner Butler moved, with a second by Commissioner Burgess, to Approve items 1 and 2 under General Items for Consideration. The motion carried unanimously 5 – 0.

4. ADJOURN

The meeting adjourned at 5:20 p.m.

**SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Cancel Board of County Commissioners Meetings on June 16, 2020, July 21, 2020, August 18, 2020, September 15, 2020, October 20, 2020, November 17, 2020, December 15, 2020, and December 22, 2020 (Staff Recommends Approval).

REQUESTED ACTION: Staff Recommends Approval

Meeting Type: Regular Meeting **DATE OF MEETING:** 3/10/2020

CONTRACT: N/A Vendor/Entity: _____
Effective Date: Termination Date: _____
Managing Division / Dept: **Administrative Services**

BUDGET IMPACT: _____

FUNDING SOURCE: _____
Type: N/A **EXPENDITURE ACCOUNT:** _____

HISTORY/FACTS/ISSUES:

The following Commissioners meeting dates are recommended for cancellation in 2020:

- June 16, 2020 - Workshop
- July 21, 2020 - Workshop
- August 18, 2020 - Workshop
- September 15, 2020 - Workshop
- October 20, 2020 - Workshop
- November 17, 2020 - Workshop
- December 15, 2020 - Workshop
- December 22, 2020 – Regular Meeting

A workshop or special called meeting can be scheduled at any time, if necessary.

Prepared by: **Brenda Schlak** **Grammarly Check**

Board of County Commissioners

Development Services Department

Planning Services Division

7375 Powell Rd., Ste. 115, Wildwood, FL 34785 Phone (352) 689-4400 FAX: (352) 689-4401
Website: <http://sumtercountyfl.gov>

ROAD VACATION APPLICATION

The undersigned petitions the Board of County Commissioners of Sumter County to vacate the following described road, right of way or easement. All documents described below shall be submitted to the Development Services Department along with the fee of \$350. Additional documents may be required based on staff review.

- (1) A survey or plat showing the property to be vacated .
- (2) A plat or title search document that identifies the title or interest which the county and the public hold in the property to be vacated.
- (3) A Quit Claim Deed that transfers ownership of the proposed property to be vacated from Sumter County to the petitioner.

Signature of Petitioner: _____

Felix Castillo

Printed name of Petitioner: _____

Felix Castillo

Al Butler, Dist 1
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Don Burgess, Dist 3
Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Steve Printz, Dist 5
Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Doug Gilpin, Dist 2
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Garry Breeden, Dist 4
Second Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Bradley S. Arnold,
County Administrator
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Gloria R. Hayward, Clerk & Auditor
(352) 569-6600
215 East McCollum Avenue
Bushnell, FL 33513

County Attorney
The Hogan Law Firm
Post Office Box 485
Brooksville, Florida 34605

This Instrument Prepared by and Return to:
Bethany Nduka, employee
MERIDETH NAGEL, P.A., ATTORNEYS AT LAW
1201 West Highway 50
Clermont, FL 34711

_____ [Space Above This Line For Recording Data] _____

QUIT CLAIM DEED

THIS INDENTURE made this ____ day of _____, 2019 between Sumter County, whose post office address is 7375 Powell Road, Wildwood, FL, 34785 (hereinafter "Grantor"),

and

Felix Castillo, whose post office address is 7373 SW 48th Street, Bushnell, Florida 33513, ("Grantee").

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, granted, bargained and quitclaimed to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in the County of SUMTER, State of Florida, to-wit:

See attached Exhibit "A."

Merideth Nagel, P.A., Attorneys at Law, makes no warranties or assurances regarding the condition of the title. No title search was conducted and the legal description contained herein was provided by the Grantor.

This conveyance is being made as part of a Road Vacation Application with Sumter County.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use, benefit and profit of the said Grantee forever.

[space intentionally left blank]

In Witness Whereof, the Grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

Name and Title
Sumter County

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____, as _____ for Sumter County who is personally known to me or who has produced _____ as identification.

Notary Public

EXHIBIT A

The East 1/2 of C.R. 629 (a.k.a. Palmetto Road) lying West of, perpendicular to and contiguous with the West line of Lots 7 and 10, Block 2, AND The West 1/2 of C.R. 629 (a.k.a. Palmetto Road) lying East of, perpendicular to and contiguous with the East line of Lots 8 and 9, Block 3, Bushnell Highlands, according to the plat thereof recorded in Plat Book 3, Page 2, of the Public Records of Sumter County, Florida being more particularly described as follows: Commence at the NW corner of Lot 2, Block 2, Bushnell Highlands, according to the plat thereof recorded in Plat Book 3, Page 2, of the Public Records of Sumter County, Florida; then South, a distance of 334.00 feet to the Point of Beginning and the NW corner of said Lot 7; then West, a distance of 66.00 feet to the NE corner of Lot 8, Block 3 of said Bushnell Highlands; then South, along the East line of Lots 8 and 9, Block 3 and the West Right of Way line of C.R. 629 of said Bushnell Highlands, a distance of 200.00 feet to the SE corner of said Lot 9; then East, a distance of 66.00 feet to the SW corner of said Lot 10; then North, along the West line of said Lots 10 and 7, Block 2 and the East Right of Way line of C.R. 629, a distance of 200.00 feet to the Point of Beginning.

From: noreply@civicplus.com
Sent: Friday, February 28, 2020 12:53 PM
To: Records
Subject: Online Form Submittal: Boards and Committee Application

Boards and Committee Application

Select the Board, Commission, or Committee applying for	Other
List Other Board Below:	VAB
Committee's requirements	Click here to view Committee webpage
First Name	Edward
Middle	Joseph
Last Name	Skehan, Jr.
Address1	10400 NE 104TH CIRCLE
Address2	<i>Field not completed.</i>
City	Oxford
State	FL
Zip	34484
Are you a resident of Sumter County	Yes
If yes, how long?	<i>Field not completed.</i>
Email Address	eddieskehan@gmail.com
Phone Number	3524062640
Phone	Mobile
Alternate Phone Number	<i>Field not completed.</i>
Education	B.A. Political Science

Occupation	Entrepreneur
Place of Employment	Self
Professional Organizations	<i>Field not completed.</i>
Civic and Professional Accomplishments	10400 NE 104TH CIRCLE
Training or experience related to this appointment?	<i>Field not completed.</i>
What contributions do you feel you could make if you were selected to this committee/board?	<i>Field not completed.</i>
References	
1.	<i>Field not completed.</i>
2.	<i>Field not completed.</i>
3.	<i>Field not completed.</i>
Some of the Boards and Committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes; the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?	Yes
Appointees will be required to attend meetings in accordance with the adopted policies of the County.	
Do you affirm that your personal and business affairs (if applicable) within Sumter County are in substantial compliance with all country regulatory and taxing authorities rules and regulations?	Yes

Attach additional
information, such as a
resume.

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

**SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Sumter County Tourist Development Council Vacancy (Board's Option).

REQUESTED ACTION: Board's Option

Meeting Type: Regular Meeting

DATE OF MEETING: 3/10/2020

CONTRACT: N/A

Vendor/Entity: _____

Effective Date: _____

Termination Date: _____

Managing Division / Dept: **Office of Management & Budget**

BUDGET IMPACT: _____

FUNDING SOURCE: _____

Type: N/A

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

Pursuant to Section 125.0104(4), Florida Statute, Sumter County established The Sumter County Tourist Development Council, indicating the intention of the county to consider the enactment of an ordinance levying and imposing the Tourist Development Tax.

The council shall be established by ordinance and composed of nine members who shall be appointed by the governing board. The chair of the governing board of the county or any other member of the governing board as designated by the chair shall serve on the council. Two members of the council shall be elected municipal officials, at least one of whom shall be from the most populous municipality in the county or sub-county special taxing district in which the tax is levied. Six members of the council shall be persons who are involved in the tourist industry and who have demonstrated an interest in tourist development, of which members, not less than three or more than four, shall be owners or operators of motels, hotels, recreational vehicle parks, or other tourist accommodations in the county and subject to the tax. All members of the council shall be electors of the county. The governing board of the county shall have the option of designating the chair of the council or allowing the council to elect a chair. The chair shall be appointed or elected annually and may be reelected or reappointed.

Sector	Position Status	Term
Chair	Doug Gilpin	
RV/Motel Owner/Operator	Raquel Nacaxe	11/01/2016 - 11/01/2020
RV/Motel Owner/Operator	Vacant	11/01/2016 - 11/01/2020
RV/Motel Owner/Operator	Bobby Hunt	11/01/2018 - 11/01/2022
Tourist Industry	Rebecca Morrison	11/01/2016 - 11/01/2020
Tourist Industry	Evelyn Stetler	11/01/2018 - 11/01/2022
Tourist Industry	Ronald McMahan	11/01/2018 - 11/01/2022
Municipality	Don Levens	11/01/2018 - 11/01/2022
Sub-County Taxing Dist. Municipality(Large)	Joe Elliott	11/01/2016 - 11/01/2020

Prepared by: **Charlene Pittman**

Grammarly Check

Sec. 14-7. - Tourist development tax.

- (a) *Definitions.* The definitions as set forth in F.S. § 125.0104(2)(b) are incorporated into this section by reference.
- (b) The original county tourist development tax plan developed by the county tourist development council and submitted to the board of county commissioners on August 17, 2004, was hereby adopted. The exhibit A to the county tourist development tax plan under Ordinance 2013-08 shall be amended to read as stated in "Exhibit A" attached hereto and incorporated as if stated fully herein. This amendment shall take effect upon recording with the Secretary of State by the Sumter County Clerk, on a date no later than October 1, 2018.
- (c) There is hereby levied and imposed within the entire area of the county, a tourist development tax in the amount of two (2) percent of each dollar and major fraction of each dollar of the total consideration charged for lease or rental of properties as set forth in F.S. § 125.0104(3).
- (d) There is hereby created a permanent county tourist development council as set forth in F.S. § 125.0104(4)(e).
- (e) All revenues derived from the tourist development tax, if approved, shall be utilized consistent with the provisions of F.S. § 125.0104 and the tourist development tax plan adopted herein.

(Ord. No. 2004-25, §§ 1—3, 5, 6, 8-31-04; Ord. No. 2010-22, § 1, 11-23-10; Ord. No. 2013-08, § 1, 07-09-13; Ord. No. 2018-17, § 3, 6-26-18)

Editor's note— Ord. No. 2004-25, adopted Aug. 31, 2004 and passed at an election held Nov. 2, 2004, did not specifically amend the Code. Hence, its inclusion herein as section 14-7 was at the discretion of the editor.

Editor's note— Exhibit A as referenced above has not been set out, but may be inspected at the county office.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Affordable Housing Advisory Committee (AHAC) Vacancy (Board's Option).

REQUESTED ACTION: Board's Option

Meeting Type: Regular Meeting **DATE OF MEETING:** 3/10/2020

CONTRACT: N/A Vendor/Entity: _____
 Effective Date: Termination Date: _____
 Managing Division / Dept. **Administrative Services**

BUDGET IMPACT: _____
FUNDING SOURCE: _____

Type: N/A **EXPENDITURE ACCOUNT:** _____

HISTORY/FACTS/ISSUES:

The purpose of the AHAC is to:

- Review the established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan of the appointing local government.
- Recommend specific actions or initiatives to the Board of County Commissioners to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value.
- Serve as the Citizen Advisory Task Force (CATF) for Community Development Block Grants.

The committee shall follow the guidelines mandated in Section 420.9076 and Section 290.0426, Florida Statutes and Rule Chapter 73C-23, Florida Administrative Code.

The governing board of a county or municipality shall appoint the members of the affordable housing advisory committee. Pursuant to the terms of any Interlocal agreement, a county and municipality may create and jointly appoint an advisory committee. The local action adopted pursuant to S. 420.9076, which creates the advisory committee and appoints the advisory committee members must name at least 8 but not more than 11 committee members and specify their terms. The committee must consist of one representative from at least six of the categories below:

- (a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.
- (b) A citizen who is actively engaged in the banking or mortgage industry in connection with affordable housing.
- (c) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
- (d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
- (e) A citizen who is actively engaged as a for-profit profit provider of affordable housing.
- (f) A citizen who is actively engaged as a not-for-profit provider of affordable housing.
- (g) A citizen who is actively engaged as a real estate professional in connection with affordable

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

housing.

- (h) A citizen who actively serves on the local planning agency pursuant to S.163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.
- (i) A citizen who resides within the jurisdiction of the local governing body making the appointments.
- (j) A citizen who represents employers within the jurisdiction.
- (k) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

Triennially, the advisory committee shall review the established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan of the appointing local government and shall recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. The recommendations may include the modification or repeal of existing policies, procedures, ordinances, regulations, ordinances, or plan provisions; the creation of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances, or plan provisions, including recommendations to amend the local government comprehensive plan and corresponding regulations, ordinances and other policies. At a minimum, each advisory committee shall submit a report to the local governing body that includes recommendations on, and triennially thereafter evaluates the implementation of, affordable housing incentives in the following area:

- (a) The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in S. 163.3177 (6) (f) 3.
- (b) The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
- (c) The allowance of flexibility in densities for affordable housing.
- (d) The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.
- (e) The allowance of affordable accessory residential units residential zoning districts.
- (f) The reduction of parking and setback requirements for affordable housing.
- (g) The allowance of flexible lot configurations, including zero-lot-line configurations, for affordable housing.
- (h) The modification of street requirements for affordable housing.
- (i) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- (j) The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
- (k) The support of development near transportation hubs and major employment centers and mixed-used developments.

**SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY**

Sector Position	Status	Term
Building Industry	Diana Couillard	7/12/2018 - 7/12/2020
Essential Service Personnel	Robert Hanson	7/12/2018 - 7/12/2020
For-profit Housing Provider	Priscilla Lewis	7/12/2018 - 7/12/2020
Sumter County Resident	Karen C. Davis	7/12/2018 - 7/12/2020
Areas of Labor Activity	Vacant	7/12/2019 - 7/12/2021
Banking Industry	Samantha Crane	7/12/2019 - 7/12/2021
Low Income Advocate	Sandra Woodard	7/12/2019 - 7/12/2021
Non-profit Housing Provider	Gene Barton	7/12/2019 - 7/12/2021
Real Estate Professional	Danny Smith	7/12/2019 - 7/12/2021
Local Planning Agency	Karl Holley	7/12/2019 - 7/12/2021
Employer Representative	Matthew Yoder	7/12/2019 - 7/12/2021
Alternate	Michelle Purl	7/12/2018 - 7/12/2020

Prepared by: Charlene Pittman **Grammarly Check**

Sec. 12-47. - Sumter County Affordable Housing Advisory Committee.

(a) *Establishment, purpose and intent.* There is hereby created the Sumter County Affordable Housing Advisory Committee (hereinafter referred to as the "committee" or "advisory committee"), whose members shall be appointed by resolution of the board of county commissioners. The local action adopted pursuant to F.S. § 420.9072 which creates the advisory committee and appoints the advisory committee members must name at least eight (8) but not more than eleven (11) committee members and specify their terms. Six (6) members shall constitute a quorum. The committee may not take formal actions unless a quorum is present, but may meet to hear presentations if duly noticed. The committee must consist of one (1) representative from at least six (6) of the categories listed below:

- (1) A citizen who is actively engaged in the residential home building industry in connection with affordable housing;
- (2) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing;
- (3) A citizen who is a representative of those areas of labor engaged in home building in connection with affordable housing;
- (4) A citizen who is designated as an advocate for low-income persons in connection with affordable housing;
- (5) A citizen who is a for-profit provider of affordable housing;
- (6) A citizen who is a not-for-profit provider of affordable housing;
- (7) A citizen who is actively engaged as a real estate professional in connection with affordable housing;
- (8) A citizen who actively serves on the local planning agency of the county;
- (9) A citizen chosen by the board of county commissioners from any profession or occupation;
- (10) A citizen who represents employers within the jurisdiction;
- (11) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

All members must be full-time residents of Sumter County, Florida.

With regard to the occupation requirements noted above, if an individual cannot be found in the noted occupations that has a "connection with affordable housing," then such an individual may be chosen without regard to any connection with affordable housing.

- (b) *Term.* Six (6) initial members shall serve three-year terms following their appointment, while the remaining initial members shall serve two-year terms following their appointment. All members or their successors may thereafter be appointed for two-year terms at the sole discretion of the board of county commissioners. If a member is unable to finish his or her term, his or her replacement shall serve the remainder of the departed member's existing term before being eligible for an appointment to a new two-year term. Alternates shall serve a term of two (2) years.
- (c) *Meetings.* Meetings shall be held monthly for the first year of committee existence and quarterly, or more frequently, as necessary thereafter. The committee shall comply with the Florida Government in the Sunshine Law, the Florida Public Records Laws including F.S. ch. 119, and the special provisions regarding notice of plan considerations found in F.S. ch. 420. Minutes of the meeting will be kept by Sumter County staff and the meetings shall be recorded via audio recording.
- (d) *Officers.* The committee shall annually elect a chairperson, vice chairperson, and such other officers as it deems necessary. The chairperson is charged with the duty of conducting the meeting in a manner consistent with Florida law and Roberts Rules of Order.

(e) *Support.* Administrative and facility support for advisory committee shall be provided by the board of county commissioners and housing services staff.

(f) *Duties.* The advisory committee shall have the following duties:

(1) Review established policies and procedures, ordinances, land development regulations, and the adopted county comprehensive plan, and recommend specific initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. The recommendations may include the modification or repeal of existing policies, procedures, ordinances, regulations or plan provisions; those creations of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances or plan provisions. Triennially, the advisory committee shall make recommendations on affordable housing incentives in the following areas to the board of county commissioners:

- a. The processing of approvals of development orders or permits, for affordable housing projects is expedited to a greater degree than other projects, as provided in F.S. § 163.3177(6)(f)3.
- b. The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
- c. The allowance of flexibility in densities for affordable housing.
- d. The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.
- e. The allowance of affordable accessory residential units in residential zoning districts.
- f. The reduction of parking and setback requirements for affordable housing.
- g. The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
- h. The modification of street requirements for affordable housing.
- i. The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- j. The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
- k. The support of development near transportation hubs and major employment centers and mixed-use developments.

The committee recommendations must also include other affordable housing incentives identified by the advisory committee. The committee shall make recommendations approved by a majority of its membership at a public hearing. Notice of the time, date and place of the public hearing of the advisory committee to adopt final affordable housing incentive recommendations shall be advertised in a newspaper of greatest general circulation in Sumter County.

(2) The committee shall serve as the Community Development Block Grant Citizen Advisory Task Force (CATF), pursuant to F.S. § 290.046. The committee shall meet as the CATF as needed to review and monitor Community Development Block Grant projects consistent with the requirements of 73C-23.0041(5)(d), Florida Administrative Code.

(Ord. No. 2015-12, § 1(Exh. A), 7-28-15; Ord. No. 2016-07, § 3(Exh. A), 5-24-16)

Sec. 6-22. - Construction Industry Licensing Board of Sumter County.

There is hereby established and continued the Construction Industry Licensing Board of Sumter County which shall hereinafter be referred to as the "licensing board."

- (a) *Powers and duties.* The primary responsibilities of the licensing board shall be as follows:
- (1) To evaluate and approve/disapprove contractors for local licensing via the issuance of competency cards, except when a contractor applies for a competency card through the reciprocity procedures set forth in section 6-29. When a contractor applies for a competency card through the reciprocity procedures of this code, the building official shall be responsible for the approval/disapproval of such applications.
 - (2) To act in the capacity of an impartial hearing board for complaints against licensed contractors and to discipline said licensed contractors when warranted.
 - (3) To act in the capacity of an impartial hearing board on reports of unlicensed contractor activity, and to refer said reports to the board when warranted.
- (b) *Appointment, terms and attendance of members.*
- (1) *Appointment.* The licensing board shall consist of five (5) members appointed by the board of county commissioners. Each member shall be a legal, bona fide resident of the county and meet all other appointee requirements established by the board. Membership shall be consistent with 61G4-20.001(1)(b) of the Florida Administrative Code. All contractors appointed shall hold an active competency card or a state certificate of competency.
 - (2) *Terms.* The term of office for each member of the licensing board shall be three (3) years. Each member of the licensing board shall serve until his or her successor is qualified and begins serving on the licensing board. Members of the licensing board shall be eligible for re-appointment.
 - (3) *Attendance.* Licensing board members serve at the pleasure of the board and may be suspended or removed for cause. If any member fails to attend two (2) of three (3) successive meetings without cause and approval of the chair, the licensing board may, by majority vote, declare that member's position vacant and notify the board, who shall promptly fill such vacancy. A member who ceases to be a resident of the county, or a contractor member who does not hold a current license, shall be automatically dismissed.
 - (4) *Officers.* The licensing board shall elect from among its members a chairman and vice-chairman annually. Officers shall serve for a term of one (1) year, with eligibility for subsequent re-election.
 - (5) *Meetings.* The licensing board shall meet at 6:00 p.m. on an as-needed basis at the designated location at which the board conducts its scheduled business. Applicants will be notified of the specific meeting date and location through the letter of notification sent to the applicant by the department. The department shall furnish a secretary who shall maintain written or electronically produced minutes of each meeting and provide clerical services for the licensing board. The county attorney or county attorney designee (also an attorney) shall be present at all meetings. Meetings may be rescheduled to a date certain if a quorum, is not available, or, in the alternative, if the building official finds the scheduled agenda items are not of an urgent nature, the issues for consideration shall be added to the next scheduled licensing board meeting agenda.
 - (6) *Quorum and voting.* A quorum for the licensing board shall consist of a simple majority of the duly appointed members. All members of the licensing board shall vote on each motion that comes before the board, unless a legally recognized conflict of interest exists, in which case a conflict of interest form shall be filed with the licensing board secretary, thus excusing said member from voting on any such matter.

(7) *Rules and regulations.* The licensing board may establish and adopt rules and regulations, in compliance with this article, for the conduct of its members and shall include such actions in the written minutes of the meeting.

(Ord. No. 2009-03, 3-10-09; Ord. No. 2015-11, § 3, 6-23-15; Ord. No. 2017-04, § 3A, 2-28-17; Ord. No. 2018-06, § 3, 2-27-18)

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Public Safety Coordinating Council Vacancies (Board's Option).

REQUESTED ACTION: Board's Option

Meeting Type: Regular Meeting

DATE OF MEETING: 3/10/2020

CONTRACT: N/A

Vendor/Entity: _____

Effective Date: _____

Termination Date: _____

Managing Division / Dept: Administrative Services

BUDGET IMPACT: _____

FUNDING SOURCE: _____

Type: N/A

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

Chapter 951.26 Florida Statutes provides that each Board of County Commissioners (BOCC) shall establish a county Public Safety Coordinating Council. Chapter 394.657 allows each BOCC to designate the existing Public Safety Coordinating Council as the Planning Council.

The chairperson of the Board of County Commissioners, or another County Commissioner as designee, shall serve as the chairperson of the council until the council elects a chairperson from the membership of the council.

Sector

Member

State Attorney

Brad King

Public Defender

Mike Graves

Chief Circuit Judge

William Hallman III

Chief County Judge

Paul Militello

Chief Correctional Officer

Major Reece Thompson

Sheriff

William Farmer

Police Chief

Vacant

State Probation Administrator (4-year term)

Susan Cizmadia

Court Administration

Lorna Barker

BOCC Commissioner

Doug Gilpin

Director of County Probation (4-year term)

Bradley Arnold

Director of Local Substance Abuse Program (4-year term)

Jonathan Cherry

Director of Community Mental Health

Vacant

DCF Mental Health Representative

Vacant

Consumer of Mental Health Services

Vacant - Selected by Community
Mental Health Director

Consumer of Community-Based Treatment Services

Vacant - Selected by Community
Mental Health Director

Consumer of Substance Abuse Services

Vacant - Selected by Community
Mental Health Director

**SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY**

Family Member of Consumer of Treatment Services	Vacant – Selected by Community Mental Health Director
Homeless Program/Housing Representative	Vacant
Director of Detention Facility of Juvenile Justice	Vacant
Chief Probation Officer of Juvenile Justice	Vacant
Jobs Program Representative (4-year term)	Vacant

The positions designated above as four-year terms will be a term from November 22, 2016 - November 22, 2020.

Prepared by: Charlene Pittman

Grammarly Check

SUMTER COUNTY RESOLUTION 2018- 25

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY,
FLORIDA DESIGNATING THE SUMTER COUNTY PUBLIC SAFETY COORDINATING
COUNCIL AS THE SUMTER COUNTY PLANNING COUNCIL**

WHEREAS, The Sumter County Public Safety Coordinating Council established by Florida Statutes 951.26 is to meet at the call of the chairman of the committee for purpose of assessing the population status of all detention or correctional facilities owned by the county and formulating recommendations to ensure that the capabilities of such facilities are not exceeded, and

WHEREAS, Such recommendations shall include an assessment of the availability of pretrial intervention or probation programs, work-release programs, substance abuse programs, gain-time schedules, applicable bail bond schedules, and the confinement status of the inmates housed within each facility owned or contracted by the county, and

WHEREAS, Each Board of County Commissioners shall designate the county public safety coordinating council or designate another criminal or juvenile justice mental health and substance abuse council or committee, as the planning council or committee as established in Florida Statutes 394.657, and

WHEREAS, the Board of County Commissioners may assign any entity to prepare the application on behalf of the county administration for submission to the Criminal Justice, Mental Health, and Substance Abuse Statewide Grant Review Committee for review.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Sumter County Florida, as follows:

Sumter County hereby designates the Sumter County Public Safety Coordinating Council as the Sumter County Planning Council for the purpose of:

1. Making a formal recommendation to the Board of County Commissioners regarding how the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant Program may best be implemented within a community.
2. Assessing the population status of all detention or correctional facilities owned by the county and formulating recommendations to ensure that the capabilities of such facilities are not exceeded.
3. Recommendations shall include an assessment of the availability of pretrial intervention or probation programs, work-release programs, substance abuse programs, gain-time schedules, applicable bail bond schedules, and the confinement status of the inmates housed within each facility owned or contracted by the county.

DONE and RESOLVED at Bushnell, Sumter County, Florida this 10th day of April 2018.

Effective Date. This Resolution shall take effect on April 16, 2018.

**BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY**

Attest:



Caroline AlRestimawi

**Caroline AlRestimawi
Deputy Clerk**

Al Butler

**Al Butler
Chairman**

SUMTER COUNTY RESOLUTION 2013- 39

A RESOLUTION OF SUMTER COUNTY, FLORIDA, RE-ESTABLISHING A COUNTYWIDE LIBRARY SYSTEM ADVISORY BOARD, PROVIDING TERMS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the intent of Board of County Commissioners to provide open public library services for all the citizens of Sumter County consistent with the Interlocal Service Boundary Agreements with the Cities of Bushnell, Center Hill, Webster, and Wildwood and;

WHEREAS, Section 125.01 (f), Florida Statutes, gives the Board of County Commissioners of Sumter County the authority to provide libraries as a matter of great public interest, and;

WHEREAS, it is desirable to have a countywide library system advisory board in order to provide recommendations of improving technology services for the countywide library system to support the goal of maintaining modern/up-to-date services.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Sumter County, Florida, as follows:

1. The currently appointed members of the formerly established Sumter County Public Library Advisory Board (SCPLAB) are hereby removed without prejudice.
2. There is hereby established the SCPLAB meeting the purpose of improving technology services for the countywide library system to support the goal of maintaining modern/up-to-date services
3. The membership shall be composed of five (5) at-large voting members and one (1) ex-officio member that is the Sumter County Library Single Administrative Head.
4. The at-large voting members shall be appointed by the Sumter County Board of Commissioners for a term of two years commencing October 1, 2013.

PASSED, ADOPTED AND APPROVED THIS 27th day of August 2013.

Effective Date. This resolution supersedes February 14, 2012 Resolution and shall take effect on August 27, 2013.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF SUMTER COUNTY, FLORIDA



Connie Webb, D.C.
Connie Webb

Doug Gilpin
By: Doug Gilpin, Chairman

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Purchase Order Approval for FY 2019/2020 (Staff Recommends Approval).

REQUESTED ACTION: Staff Recommends Approval.

Meeting Type: Regular Meeting **DATE OF MEETING:** 3/10/2020

CONTRACT: N/A Vendor/Entity: _____
Effective Date: Termination Date: _____
Managing Division / Dept: **Purchasing**

BUDGET IMPACT: _____

FUNDING SOURCE: _____

Type: N/A **EXPENDITURE ACCOUNT:** _____

HISTORY/FACTS/ISSUES:

The attached list of open purchase requisitions is recommended for approval. In accordance with the County's Purchasing Policies and Procedures, purchase requests \$25,000 and over must be approved by the Sumter County Board of County Commissioners.

The attached Open Requisitions Report is recommended for approval.

Prepared by: Becky Segrest **Grammarly Check**

Only Possesion Groups :BOCC Minimum Amount: 9,999,999.00-

Approval Group	Requisition No	Requisition Interface	Approval Status	Fiscal Year	EMG	Initiator	Creation Date	Last Action By	Possession	Requisition Total
FSREV	00019468	PO	Waiting	2020	No	CLARISEY	03/02/20	BARNOLD	BOARD APPROV	60,735.08

Line	Qty	Unit Price	Ext Price	Vendor / G/L Account
------	-----	------------	-----------	----------------------

1 1.00 60,735.08 60,735.08 G/L: 308-100-523-6239 V: 8833-GLOBAL SECURITY GLAZING LLC
 Description: Owner Direct Purchase for the Sumter County Jail Expansion Design-Build Services

HOUSING	00019465	PO	Waiting	2020	No	CLARISEY	03/02/20	BARNOLD	BOARD APPROV	94,473.50
---------	----------	----	---------	------	----	----------	----------	---------	--------------	-----------

Line	Qty	Unit Price	Ext Price	Vendor / G/L Account
------	-----	------------	-----------	----------------------

1 1.00 94,473.50 94,473.50 G/L: 119-553-554-3446 V: 1032-LEWIS BROTHERS INC
 Description: Demolition/Reconstruction assistance for Felix and Mireya Albarran.

** Totals ** Count: 2

155,208.58

Approved By: _____ Date: _____

The Villages
DAILY SUN

Published Daily
Lady Lake, Florida
State of Florida
County Of Lake

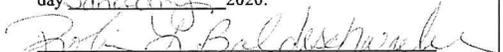
Before the undersigned authority personally appeared **Sheryl Dufour** who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal Ad #925663 in the matter of **INVITATION TO BID**, was published in said newspaper in the issues of

JANUARY 17, 2020

Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

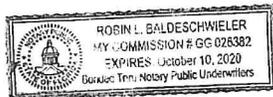

(Signature Of Affiant)

Sworn to and subscribed before me this 17 day January, 2020.


Robin L. Baldeschwieler, Notary

Personally Known X or
Production Identification _____
Type of Identification Produced _____

Attach Notice Here



INVITATION TO BID (ITB)

Notice is hereby given that the Sumter County Board of County Commissioners (BOCC) will receive bids for the following: "ITB #005-0-2020/RS Sumter County Tanker Fire Apparatus"

Bid information is available upon request by calling (352) 689-4400, by coming to The Villages Sumter County Service Center, 1st Floor Reception/Lobby Desk, 7375 Powell Road, Wildwood, FL 34785, or by contacting Demand Star at 1-800-711-1712 or www.DemandStar.com.

All inquiries and questions regarding this invitation to bid must be made only to the contact identified below and shall be made in writing by fax, e-mail, or mail:

Mrs. Becky Segrest,
Assistant Purchasing
Agent/Logistics Manager
Mailing Address:
7375 Powell Road,
Wildwood, FL 34785
E-mail:
Becky.Segrest@sumtercountyfl.gov
Fax: (352) 689-4401

The deadline for submission of questions relating to this bid shall be January 31, 2020, by 5:00 p.m. A copy of the bid must be obtained in order to view the items being requested by the BOCC.

All bids are due by 2:00 p.m. on February 18, 2020, to the address listed above. Late submittals will be unopened. ITB submittals must be clearly marked: "ITB #005-0-2020/RS Sumter County Tanker Fire Apparatus."

Upon submission, all bids will become the property of the BOCC, who has the right to use any or all ideas presented in any packages submitted in response to this ITB, whether or not the bid is accepted. Bids will be opened at 2:05 p.m. on February 18, 2020, in Conference Room 110 of The Villages Sumter County Service Center, Wildwood, FL 34785.

The Selection Committee shall meet on February 19, 2020, at 12:30 p.m. in Conference Room 110 of The Villages Sumter County Service Center to review and discuss the bids.

The Selection Committee's recommendation will be presented to the BOCC meeting on March 10, 2020.

SUMTER COUNTY BOARD OF
COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA
#925663 January 17, 2020

ITB 005-0-2020/RS Sumter County Tanker Fire Apparatus - Bid Opening Minutes

The meeting was held on 2/18/20 at 2:05 p.m. in Room 110 located at The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785.

Becky Segrest, Assistant Purchasing Agent/Logistics Manager, and Emilly Morrison, Purchasing Technician were present on behalf of the Purchasing Division. Jerry Rhoden, Battalion Chief and Keith Stevenson, Fleet Manager were present on behalf of the Selection Committee.

Becky Segrest opened the meeting and read aloud the remaining ITB dates as follows:

- Selection Committee meeting will be held on 2/19/20 at 12:30 p.m. in Room 110.
- Recommendations to award and enter into contract will go to the Sumter County Board of County Commissioners on 3/10/20.

Becky stated that all items on the Bid Document Checklist will be verified. If any items are omitted or found to be non-compliant then the Purchasing Agent will be notified and will determine if the Bid is responsive or non-responsive.

Three (3) bid packages were received on time and opened. The ITB requirements were verified as follows:

ITB Requirements	Ten-8 Fire Equipment, Inc.	REV Technical Center	Rosenbauer South Dakota, LLC
1 original, 3 copies, 1 electronic copy	Included	Included	Included
ITB Cover Page	Included	Included	Included
Bid Document Checklist	Included	Included	Included
Exceptions or Deviations Sheet	Included	Included	Included
Bidder Certification/Addenda Acknowledgement Form	Included	Included	Included
Statement of General Terms and Conditions	Included	Included	Included
A sworn, notarized Statement of Firms Experience and Personnel	Included	Included	Included
Drug Free Work Place Certificate	Included	Included	Included
Hold Harmless Agreement	Included	Included	Included
E-Verify Certification Form and electronic signature page from MOU	Missing E-Verify signature page from MOU	Included	Included
Anti-Collusion Statement	Included	Included	Included
5% Bid Bond	Included	Included	Included
Statement of Public Entity of Crimes	Included	Included	Included
Bid/Price Form (Total Bid Form Price)	Included \$729,730.00	Included \$695,378.00	Included \$598,856.00
Certificate of Insurability	Included	Included	Included

PART 3

BID DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each bid or alternate bid submitted:

Documents that are mandatory and MUST accompany the submittal of the bid in order for the submission to be considered:

- One (1) original bid, clearly labeled "Original"
- Bid Cover Page. This is to be used as the first page of the ITB. This form must be fully completed and signed by an authorized officer of the vendor.
- Bidder Certification / Addenda Acknowledgement Form
- Statement of General Terms and Conditions
- A sworn, notarized Statement of Contractor's Experience and Personnel
- A sworn, notarized Drug Free Work Place Certificate must accompany each bid or alternate bid.
- A sworn, notarized Statement of Public Entity Crimes
- Bid / Price Form *\$ 364,865.00 (each) \$ 729,730 (total)*
- A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Bid Form (if applicable).
- Bid Bond
- Anti-Collusion Statement
- Hold Harmless Agreement

Documents that are required as part of the submittal but will be considered minor discrepancies if turned in within 24 business hours (Monday – Friday 8:00 a.m. to 5:00 p.m.) after opening of the bid and are found to be in compliance with the purchasing standards of Sumter County:

- Three (3) printed copies of the bid in its entirety; and one (1) electronic single PDF version not password protected of the original submitted bid in its entirety.
- E-Verify Certification Form
- Electronic signature page of the E-Verify Memorandum of Understanding from the Department of Homeland Security. This must be dated prior to the ITB due date.

Missing E-Verify signature page

- ✓ Bid Document Checklist of Items Required to be Submitted
- ✓ A Certificate of Insurability, acceptable to the County, shall accompany each bid or alternate bid, in the amounts as prescribed by State and Sumter County BOCC .
 - All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this bid, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Vendor shall provide the Sumter County BOCC with proof that required coverage has been extended.

Date: _____

I, _____ (name), an authorized officer of _____ (company/vendor), confirm that the above listed documents are provided in our company's bid being submitted to Sumter County and confirm I have read and understand the ITB document in its entirety.

INTENTIONALLY LEFT BLANK

From: Bouwer, Dustin <dustinb@ten8fire.com>
Sent: Wednesday, February 19, 2020 11:09 AM
To: Segrest, Becky
Subject: RE: ITB 005-0-2020 Bid Opening

Thank you for reaching out to us Becky.
To confirm our phone conversation, our bid price is for quantity 1 tanker.

Thank you again,
Dustin Bouwer

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "Segrest, Becky" <Becky.Segrest@sumtercountyfl.gov>
Date: 2/19/20 9:21 AM (GMT-06:00)
To: "Bouwer, Dustin" <dustinb@ten8fire.com>
Subject: ITB 005-0-2020 Bid Opening

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dustin,

Please call me as soon as possible regarding the Ten-8 bid for the Sumter County Apparatus. 352-689-4400 ext. 4434

Thank you,



Becky Segrest
Assistant Purchasing Agent-Logistics Manager
Purchasing
Board of Sumter County Commissioners
Tel: 352-689-4400
Fax: 352-689-4401
www.sumtercountyfl.gov

NOTE: The Sumter County Board of County Commissioners is a government entity making this and future email transmissions including attachments s inspection under Florida Statutes Chapter 119 unless specifically exempted or deemed confidential by law.

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For more information please visit <http://www.symanteccloud.com>

This email has been scanned by the Symantec Email [Security.cloud](https://www.symanteccloud.com) service.

PART 3

BID DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each bid or alternate bid submitted:

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- Bid Cover Page. This is to be used as the first page of the ITB. This form must be fully completed and signed by an authorized officer of the vendor.
- Bidder Certification / Addenda Acknowledgement Form
- Statement of General Terms and Conditions
- A sworn, notarized Statement of Contractor's Experience and Personnel
- A sworn, notarized Drug Free Work Place Certificate must accompany each bid or alternate bid.
- A sworn, notarized Statement of Public Entity Crimes
- Bid / Price Form @ 695,378.00
- A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Bid Form (if applicable).
- Bid Bond
- Anti-Collusion Statement
- Hold Harmless Agreement

Documents that are required as part of the submittal but will be considered minor discrepancies if turned in within 24 business hours (Monday – Friday 8:00 a.m. to 5:00 p.m.) after opening of the bid and are found to be in compliance with the purchasing standards of Sumter County:

- Three (3) printed copies of the bid in its entirety; and one (1) electronic single PDF version not password protected of the original submitted bid in its entirety.
- E-Verify Certification Form
- Electronic signature page of the E-Verify Memorandum of Understanding from the Department of Homeland Security. This must be dated prior to the ITB due date.

✓ Bid Document Checklist of Items Required to be Submitted

- ✓ A Certificate of Insurability, acceptable to the County, shall accompany each bid or alternate bid, in the amounts as prescribed by State and Sumter County BOCC .
 - All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this bid, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Vendor shall provide the Sumter County BOCC with proof that required coverage has been extended.

Date: _____

I, _____ (name), an authorized officer of _____ (company/vendor), confirm that the above listed documents are provided in our company's bid being submitted to Sumter County and confirm I have read and understand the ITB document in its entirety.

INTENTIONALLY LEFT BLANK

PART 3

BID DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each bid or alternate bid submitted:

Documents that are mandatory and MUST accompany the submittal of the bid in order for the submission to be considered:

- One (1) original bid, clearly labeled "Original"
- Bid Cover Page. This is to be used as the first page of the ITB. This form must be fully completed and signed by an authorized officer of the vendor.
- Bidder Certification / Addenda Acknowledgement Form
- Statement of General Terms and Conditions
- A sworn, notarized Statement of Contractor's Experience and Personnel
- A sworn, notarized Drug Free Work Place Certificate must accompany each bid or alternate bid.
- A sworn, notarized Statement of Public Entity Crimes
- Bid / Price Form \$ 598,856.00
- A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Bid Form (if applicable).
- Bid Bond
- Anti-Collusion Statement
- Hold Harmless Agreement

Documents that are required as part of the submittal but will be considered minor discrepancies if turned in within 24 business hours (Monday – Friday 8:00 a.m. to 5:00 p.m.) after opening of the bid and are found to be in compliance with the purchasing standards of Sumter County:

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- E-Verify Certification Form
- Electronic signature page of the E-Verify Memorandum of Understanding from the Department of Homeland Security. This must be dated prior to the ITB due date.

- Bid Document Checklist of Items Required to be Submitted
- A Certificate of Insurability, acceptable to the County, shall accompany each bid or alternate bid, in the amounts as prescribed by State and Sumter County BOCC .
 - o All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this bid, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Vendor shall provide the Sumter County BOCC with proof that required coverage has been extended.

Date: _____

I, _____ (name), an authorized officer of _____ (company/vendor), confirm that the above listed documents are provided in our company's bid being submitted to Sumter County and confirm I have read and understand the ITB document in its entirety.

INTENTIONALLY LEFT BLANK

Selection Committee Meeting Minutes for ITB 005-0-2020/RS Sumter County Tanker Fire Apparatus.

The meeting was held on February 19, 2020 at 12:30 p.m. in Room 110 located at The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785.

Rob Hanson, Fire Chief, Jerry Rhoden, Battalion Chief, and Keith Stevenson, Fleet Manager, were present on behalf of the Selection Committee.

Becky Segrest, Assistant Purchasing Agent/Logistics Manager, and Emily Morrison, Purchasing Technician were present on behalf of the Purchasing Division.

Becky announced that the recommendation of the Selection Committee will go to the Sumter County Board of County Commissioners (BOCC) for award and to enter into a contract on March 10, 2020.

The Selection Committee agreed to recommend to the Sumter County Board of County Commissioners to award and enter into contract with Rosenbauer South Dakota, LLC as the lowest responsive/responsible bidder.

The meeting adjourned at 12:46 p.m.

SIGN - IN SHEET

DATE: 2-19-20

TIME: 12:30 Room 110

BID/RFP/RFQ NAME: 005-0-2020 Sumter County
Tanker Fire Apparatus

- Pre-Bid/Proposal/Qualifications Meeting
- Bid/RFP/RFQ Opening
- Selection Committee Meeting
- Vendor Presentations / Selection Committee Meeting

Please list all the companies you are representing beside your name.

NAME

COMPANY

Jerry Rhoder

FIRE Services

Emile Morrison

BOCC - Purchasing

Becky Sequest

BOCC - Purchasing

Phil Lincoln

JFRG - Rosenbauer

Rob Hanson

BOCC - Fire Services



BOCC - Fleet Services

**YOUR SINGLE SOURCE PROVIDER
FOR OVER 145 YEARS**

INDEX

SECTION #1

ITB # 005-0-2020/RS Required Bid Documents
Required Signed Statements, Affidavits, Agreements, Certifications
Addendum #1
Bid Form
Pricing Options Sheet
Bid Bond
Certificate of Product Liability

SECTION #2

Rosenbauer 3000 Gallon Tanker Proposal Drawing

SECTION #3

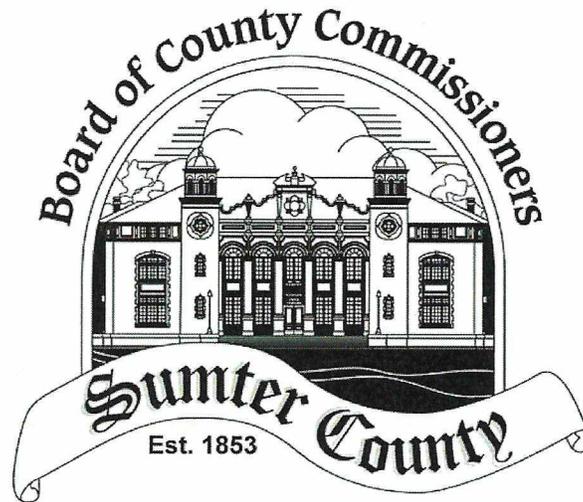
Sumter County Tanker Specifications

SECTION #4

Rosenbauer FX 3000 Gallon Tanker Apparatus Specifications and
Related Information

INVITATION TO BID
FOR
SUMTER COUNTY TANKER FIRE APPARATUS

ITB # 005-0-2020/RS



Sumter County Board of County Commissioners
Purchasing Division
7375 Powell Road,
Wildwood, Florida 34785
Phone (352) 689-4400
Fax (352) 689-4401

Date of Issue: January 17, 2020



BID INTRODUCTION

TO:

Sumter County Board of County Commissioners
Purchasing Division
7375 Powell Road
Wildwood, FL 34785

To Whom It May Concern;

Innovative Fire Rescue Group (IFRG), the Rosenbauer America authorized sales and service dealership for the State of Florida, is pleased to present this bid for TWO (2) Rosenbauer 2021 model year 3000 Gallon Tankers built on Freightliner M2-112 chassis. IFRG offers a full service center with two mobile service and repair vehicles. IFRG's management group has a combined 90+ years experience in the fire apparatus, emergency vehicle, and air compressor industry and is well-qualified to meet your sales and service needs.

We have taken great care to put together a bid package that meets and in some areas exceeds your published specifications. The bid price, as found on page 34 Exhibit B, reflects the price for TWO (2) identical tankers with 500gpm pumps. A pricing options page is provided for additional pricing options.

Rosenbauer is the largest manufacturer of fire apparatus and emergency vehicles in the world. Rosenbauer has over 100 years of manufacturing fire apparatus worldwide. Rosenbauer has strong financial backing and the ability to design and manufacturer fire apparatus that meets and exceeds the County's specifications.

Please feel free to contact me if you have any questions regarding our bid.

Sincerely,

Phil Lincoln
Director of Sales
352-817-0649
plincoln@ifrgfl.com

CALENDAR OF EVENTS / ITB TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the BOCC. If the BOCC finds it necessary to change any of these dates or times prior to the bid due date, the change will be accomplished by addendum.

<u>ACTION</u>	<u>COMPLETION DATE</u>
Issue ITB	January 17, 2020
Mandatory Pre Bid Meeting	None
Last Day for Questions	January 31, 2020 at 5:00 p.m. February 18, 2020 at 2:00 p.m. Reception Counter/Lobby of 1 st Floor at The Villages Sumter County Service Center
Bids Due	February 18, 2020 at 2:05 p.m. Room 110
Bids Opened	February 19, 2020 at 12:30 p.m. Room 110
Selection Committee Meeting	March 10, 2020
Sumter County BOCC	March 10, 2020

*Room 200 is located on the second floor at The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785.

**Room 102, Room 110, and Room 162 are located on the first floor at The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785.

Please note that some GPS devices do not recognize Powell Road. Powell Road was formerly called CR 139.

PART 1 INTENT AND GENERAL INFORMATION

REQUEST FOR BIDS

Sealed bids will be received by the Sumter County Board of County Commissioners (BOCC) located at 7375 Powell Road, 1st Floor Reception/Lobby Area of The Villages Sumter County Service Center, Wildwood, FL 34785, **no later than 2:00 p.m. on February 18, 2020**. Bidders shall take careful notice of the following conditions of this Request for Bids:

- Submissions by FAX will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace bids at any time until the deadline for submission of bids.
- All questions received by will be considered.
Questions will not be answered over the phone to BOCC. Questions regarding the ITB process must be in writing and faxed to (352) 689-4401 attention Mrs. Becky Segrest, or via email to: becky.segrest@sumtercountyfl.gov. All Requests for Information (RFI's) regarding the project must be faxed to BOCC, Attention Mrs. Becky Segrest at (352) 689-4401 or emailed to becky.segrest@sumtercountyfl.gov.
- Do not attempt to contact any Selection Committee Member, staff member or person other than Mrs. Becky Segrest for questions relating to this project. Anyone attempting to lobby BOCC representatives may be disqualified. The Selection Committee Members shall be: Rob Hanson, Fire Chief, Jerry Rhoden, Battalion Chief, and Keith Stevenson, Fleet Manager.
- Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Division for the BOCC, 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. Bid protest procedures may be obtained in the Purchasing Division 7375 Powell Road, Wildwood, Florida 34785 from 8:00 A.M. to 5:00 P.M.

*IT IS THE SOLE RESPONSIBILITY OF EACH CONTRACTOR TO MONITOR
DEMANDSTAR.COM FOR ANY AND ALL BID DOCUMENTS, INCLUDING ADDENDUMS*

OPEN RECORDS

The BOCC is governed by Florida's public record laws, Chapter 119 and Section 255.0518 of the Florida Statutes. Formal solicitations and documentation are open for public inspection thirty (30) days after the solicitation opening or when BOCC provides notice of a decision or intended decision, whichever is earlier. In addition, notwithstanding F.S.119.01(1) (b), the BOCC shall announce bidder and price submitted in the bid pursuant to a competitive solicitation for construction or repairs on a public building or public work. Certain proprietary and financial information from Vendors may be excluded from release under very strict circumstances. This includes proprietary information or intellectual property as defined in F.S.119.071 (1) (f).

VENDOR RESPONSIBILITY

Submitters are fully and completely responsible for the labeling, identification and delivery of their Bids. BOCC will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the U. S. Postal Service.

- Submissions shipped by express delivery, or in overnight or courier envelopes, boxes, or packages must be prominently marked on the outside of such envelopes, boxes or packages with the sealed Bids identification.
- Any envelopes, boxes, or packages, which are not properly labeled, identified, and prominently marked with the sealed Bids identification, may be inadvertently opened upon receipt, thereby invalidating such Bids, and excluded from the official Bids opening process.
- Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind. No proposer will be reimbursed for any cost incurred as a result of preparing or submitting Bids. Additionally, no travel expenses incurred as a result of participating in the Bids process will be reimbursed.
- A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit Proposal on a contract to provide any goods or services to a public entity, may not submit Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Vendor list.
- Bids that are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations, or irregularities of any kind, or which do not comply with these documents may be rejected at the option of the BOCC, in its sole and absolute discretion.

STANDARD INSURANCE REQUIREMENTS

The Contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for Sumter County, the "Standard Insurance Requirements" described herein. Contractors responding to a Request for Proposal, Request for Qualifications, or an Invitation to Bid shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work being done for Sumter County, a COI naming Sumter County as a certificate holder will be required. The requirements contained herein, as well as the Sumter County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the contract.

Financial Rating of Insurance Companies All insurance companies must have financial rating of **A-** or higher by A.M. Best Company, Inc.

- All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this proposal, the Contractor shall furnish to Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Contractor shall provide Sumter County BOCC with proof that required coverage has been extended.

Commercial General Liability Insurance The Contractor shall maintain Commercial General Liability Insurance at a limit of liability not less than **\$1,000,000** each occurrence and **\$2,000,000** annual aggregate. Due to the nature of the work involved, consultants performing program and / or contract management services are required to maintain **\$1,000,000** each occurrence and **\$1,000,000** annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability.

Business Automobile Liability Insurance The Contractor shall maintain Business Automobile Liability Insurance at a limit of liability not less than **\$1,000,000** each occurrence. Coverage shall include liability for owned, non-owned & hired automobiles. In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired & non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability Insurance The Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case by case basis).**

Umbrella or Excess Liability Insurance (needed for large contracts as determined by FSD) The Contractor shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than **\$2,000,000** each occurrence and **\$2,000,000** aggregate. The Contractor shall endorse the BOCC as an "Additional Insured" and certificate holder on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure "True Follow-Form" basis, or the BOCC is automatically defined as an additional protected person.

Professional or Errors & Omissions Liability Insurance (when applicable) The Contractor shall maintain a Professional Liability or Errors & Omissions policy at a limit of liability no less than \$2,000,000. The Contractor shall endorse the BOCC as an "Additional Insured" on the Professional and/or Errors & Omissions Liability Insurance.

Additional Insured The Contractor shall endorse the BOCC and as an Additional Insured on the Commercial General Liability Insurance with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG2026 Additional Insured – Owners, Lessees, or Contractors –

Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Contractor shall endorse the BOCC as an Additional Insured under the Contractor's Commercial Umbrella/Excess Liability as required herein.

Indemnification, Insurance and Sovereign Immunity. Vendor shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Vendor shall indemnify and save harmless the County, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Vendor, its agents, or employees during performance under this Agreement. Vendor shall provide County with a certificate of coverage identifying County as both a Named Insured and a Certificate Holder. The foregoing is not intended, and shall not be construed, as a waiver by County of the benefits of Section 768.28, Florida Statutes.

Builder's Risk Insurance is required for all projects when a new building is being constructed from the ground up. The Contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall obtain Builder's Risk insurance providing coverage to protect the interests of the BOCC, Contractor, and Subcontractors. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum. Flat deductible(s) shall not exceed \$25,000, wind percentage deductible (when applicable) shall not exceed ten-percent (10%), and flood sub limit shall not be less than 25% of the projected completed value of the project. The Contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the BOCC. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the BOCC's interest in the building ceases, or the building is accepted or insured by the BOCC.

The Contractor shall endorse the BOCC as Additional Insured, or Loss Payee, on the Builder's Risk policy.

Deductibles, & Coinsurance Penalties The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, including any loss not covered because of the operation of such deductible, coinsurance penalty, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the BOCC, the Contractor shall, when requested by the BOCC, maintain a Commercial Surety Bond in an amount equal to said deductible amount. Evidence of Commercial Surety Bond shall be furnished to Sumter County BOCC showing that the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Contractor shall provide Sumter County BOCC with proof that required Surety Bond has been extended.

Waiver of Subrogation The Contractor shall provide a Waiver of Subrogation in favor of the

BOCC, Contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

Right to Revise or Reject The BOCC reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the BOCC reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the BOCC shall provide the Contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy The coverages, limits or endorsements required herein protect the primary interests of the BOCC, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate(s) of Insurance The Contractor shall provide the BOCC with a COI clearly evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the BOCC is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the BOCC prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the BOCC, the Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The BOCC shall have the right, but not the obligation, of prohibiting the Contractor from entering the Project site until a new COI is provided to the County evidencing the replacement coverage. The Contractor agrees the BOCC reserves the right to withhold payment to the Contractor until evidence of reinstated or replacement coverage is provided to the BOCC. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the BOCC shall have the right, but not the obligation, to purchase replacement insurance, and the Contractor agrees to reimburse any premiums or expenses incurred by the BOCC.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the BOCC has been endorsed on the Commercial General Liability Insurance with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person

or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.

2. Clearly indicate the BOCC is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk Insurance, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability Insurance as required herein.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

Sumter County Board of County Commissioners
 Attention: Purchasing Division
 7375 Powell Road
 Wildwood, FL 34785

EXAMINATION OF BID DOCUMENTS

- Each Vendor shall carefully examine the Scope of Work and other applicable documents, and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the Contractor will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a Vendor find discrepancies or ambiguities in, or omissions from the Scope of Work, or should he/she be in doubt as to their meaning, he/she shall at once notify BOCC in writing.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any Vendor as to the meaning of the Bids/Contract Documents. Any questions or request for interpretation received IN WRITING by the BOCC before 5:00 p.m., January 31, 2020, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Bid Conference (if applicable), mailed or sent by available or electronic means to all attending prospective Submitters prior to the established Bid opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided on the Bid Form.
- In case any Vendor fails to acknowledge receipt of such addenda or addendum, his/her Bid will nevertheless be construed as though it had been received and acknowledged and the submission of his Bid will constitute acknowledgment of the

receipt of same. All addenda are a part of the Bid Documents and each Vendor will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Vendor to verify that he/she has received all addenda issued before Bids are opened.

- In the case of unit price items, the quantities of work to be done and materials to be furnished under this Bid/Contract are to be considered as approximate only and are to be used solely for the comparison of Bids received. BOCC and/or Consultants do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the specifications and/or drawings and other Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices Bids.

The Contractor shall thoroughly examine and familiarize themselves with the drawings and/or specifications related to field conditions, the difficulties, logistical restrictions required to meet the requirements of this ITB. Deficient understanding of the existing field conditions will in no way relieve the Contractor from the contractual obligations of this ITB. Any damage to existing County assets as a result of the Contractors' activities will be replaced at the sole expense of the Contractor.

GOVERNING LAWS AND REGULATIONS

The Vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Scope of Work.

PREPARATION OF BIDS

- Signature of the Vendor: The Vendor must sign the Bids forms in the space provided for the signature. If the Vendor is an individual, the words "Doing Business As _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the partnership name and the words, "Member of the Firm" should be written beneath such signature. If the Vendor is a corporation, the title of the officer signing the Bids on behalf of the corporation must be stated and evidence of his authority to sign the Bids must be submitted. The Vendor shall state in the Bids Form the name and address of each person interested therein.
- Basis for Bids: The price proposed for each item shall be on a lump sum or unit price basis according to the form of the Bids. The Bids prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered.

FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the BOCC, provided the term of the

contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the BOCC of funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

TAX EXEMPT STATUS

The BOCC is a governmental agency under Florida law and exempt from Florida sales tax. The tax-exempt number will be provided upon request. This exemption does not apply to goods and services purchased separately by Contractor in connection with its contract obligations. The Contractor shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.

PROTECTION OF RESIDENT WORKERS

The BOCC actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The Contractor must be able to verify an employee's eligibility to work in the U.S. upon demand by the BOCC throughout the duration of the contract.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

The BOCC is a unit of local government and as such reserves the right to reject any and/or all Bids, reserves the right to waive any informalities or irregularities in the Bids or examination process, reserves the right to select low Bids per item, and reserves the right to award Bids and/or contracts in the best interest of the BOCC.

E- VERIFY

BOCC requires all bidders, contractors, and subcontractors of any tier to certify compliance with the federal E-Verify program for all employees hired on or after the date of the contractor's registration on the Department of Homeland Security website <http://www.dhs.gov/e-verify> by providing the Memorandum of Understanding (MOU) electronic signature page with the date of registration and company ID number. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract Vendor and made available to the state and/or Sumter County upon request. Vendor/Contractor shall be required to submit the Department of Homeland Security MOU documentation and completed "E-Verify Certification".

RIGHT TO AUDIT RECORDS

The BOCC shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of the Contract or any sub-contract to the Contract. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

MANDATORY PRE-BID MEETING

There will not be a mandatory pre-bid meeting.

DISCRIMINATION

The Contractor will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Contractor shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Contractor shall insert similar provisions in all contracts and subcontracts for services by this Agreement. The Contractor affirms that it is aware of the provision of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and any not transact business with any public Contractor. The Contractor further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

PART 2 EVALUATION AND AWARD

BID EVALUATION

This Request for Invitation to Bid includes following all the procedures in this document and sending the sealed bid information to the BOCC by the due date and time. Once bids are received, they will be opened at 2:05 p.m. on February 18, 2020 in Room 110 of The Villages Sumter County Service Center, in accordance with policy and F.S. 119.

Do not attempt to contact any Selection Committee Member, staff member, or person other than Mrs. Becky Segrest for questions relating to this project. Anyone attempting to contact any Sumter County BOCC representatives may be disqualified. The Selection Committee Members shall be: Rob Hanson, Fire Chief, Jerry Rhoden, Battalion Chief, and Keith Stevenson, Fleet Manager.

Recommendation of award will be posted on Demand Star. All Selection Committee recommendations are subject to Board approval. The Board has the authority to reject any or all recommendations and contracts.

The Selection Committee will meet to evaluate bids in Room 110 at 12:30 a.m. on February 19, 2020 at The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785. The Selection Committee will send their recommendation to the BOCC on March 10, 2020 for a final decision. The BOCC has the authority to reject all recommendations and/or contracts.

BID AWARD

Submitters and vendors registered through www.demandstar.com will have access to award documents via the website. All others wishing to receive an official tabulation of the results of the opening of this Bid are to contact Mrs. Becky Segrest via email at Becky.Segrest@sumtercountyfl.gov.

PART 3

BID DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each bid or alternate bid submitted:

Documents that are mandatory and MUST accompany the submittal of the bid in order for the submission to be considered:

- ✦ One (1) original bid, clearly labeled "Original"
- ✦ Bid Cover Page. This is to be used as the first page of the ITB. This form must be fully completed and signed by an authorized officer of the vendor.
- ✦ Bidder Certification / Addenda Acknowledgement Form
- ✦ Statement of General Terms and Conditions
- ✦ A sworn, notarized Statement of Contractor's Experience and Personnel
- ✦ A sworn, notarized Drug Free Work Place Certificate must accompany each bid or alternate bid.
- ✦ A sworn, notarized Statement of Public Entity Crimes
- ✦ Bid / Price Form
- ✦ A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Bid Form (if applicable).
- ✦ Bid Bond
- ✦ Anti-Collusion Statement
- ✦ Hold Harmless Agreement

Documents that are required as part of the submittal but will be considered minor discrepancies if turned in within 24 business hours (Monday – Friday 8:00 a.m. to 5:00 p.m.) after opening of the bid and are found to be in compliance with the purchasing standards of Sumter County:

- ✦ Three (3) printed copies of the bid in its entirety; and one (1) electronic single PDF version not password protected of the original submitted bid in its entirety.
- ✦ E-Verify Certification Form
- ✦ Electronic signature page of the E-Verify Memorandum of Understanding from the Department of Homeland Security. This must be dated prior to the ITB due date.

- Bid Document Checklist of Items Required to be Submitted
- A Certificate of Insurability, acceptable to the County, shall accompany each bid or alternate bid, in the amounts as prescribed by State and Sumter County BOCC .
 - All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this bid, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Vendor shall provide the Sumter County BOCC with proof that required coverage has been extended.

Date: February 13, 2020

I, Scott Oyen (name), an authorized officer of Rosenbauer South Dakota, LLC (company/vendor), confirm that the above listed documents are provided in our company's bid being submitted to Sumter County and confirm I have read and understand the ITB document in its entirety.

INTENTIONALLY LEFT BLANK

BID SUBMITTAL

One (1) original, one (1) electronic single PDF version not password protected and in the original document format, and three (3) copies (for a total of 5), of each bid or alternate bid shall be submitted in a sealed envelope, prominently marked on the outside with the words, “**ITB 005-0-2020/RS Sumter County Tanker Fire Apparatus**” with the firm name and return address. Bids submitted in express, overnight or courier envelopes, boxes or packages must be prominently marked on the outside with the words, “**ITB 005-0-2020/RS Sumter County Tanker Fire Apparatus**” and the contents sealed as required.

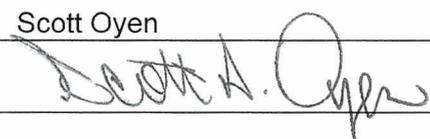
- Deadline for submissions in response to this Request for Bids: Bids must be received no later than February 18, 2020 at 2:00 p.m. Bids submitted by FAX will not be accepted under any circumstances. **Late bids will not be accepted, and will be returned, unopened, to the proposer, at the proposer’s expense.**
- Any person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of any public building or public work, may not submit bid on leases of real property to a public entity crime, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of thirty five thousand dollars, (\$35,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted Vendor list, pursuant to paragraph 2a of Section 287.133, Florida Statutes.
- The Sumter County Board of County Commissioner as a unit of local government reserves the right to reject any and/or all bids, reserves the right to waive any informalities or irregularities in the bid or evaluation process, and reserves the right to award contract(s) in the best interest of the Sumter County BOCC.

PAGE SPECIFICATIONS

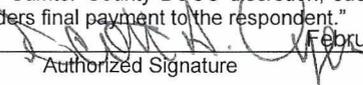
- Page Limit – None.
- Page Size – 8 ½ x 11; oversized or pullout pages must be folded to accommodate this size.
- Binding – Shall be neat, professional and appropriate for the document’s thickness.
- Professional Cover Page – Not required but acceptable. If used, the cover page shall indicate the name and number of the solicitation. It shall NOT be used as a replacement for the Bid Cover Page listed herein.
- Original Document – Shall have original signatures and be clearly noted ORIGINAL on the cover.

PART 4 BID DOCUMENTS

INVITATION TO BID COVER PAGE

Name of Firm, Entity or Organization: Rosenbauer South Dakota, LLC	
Federal Employer Identification Number (FEIN): 46-0448012 State of Florida License Number (If Applicable): MV / 1000149 / 1 Name of Contact Person: Phil Lincoln Title: Sales Representative E-Mail Address: plincoln@ifrgfl.com	
Mailing Address: 100 Third Street Street Address (if different): City, State, Zip: Lyons, SD 57041 Telephone: 605-543-5591 Fax: 605-543-9701	
Organizational Structure – Please Check One: Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input checked="" type="checkbox"/> <small>Limited Liability Company</small> If Corporation: Date of Incorporation: State of Incorporation: States Registered in as Foreign Corporation:	
Authorized Signature: Print Name: Scott Oyen Signature:  Title: C.E.O. Phone: 605-543-5591	
<i>This document must be completed and returned with your Submittal.</i>	

BIDDER'S CERTIFICATION

Submit To: Sumter County Board of County Commissioners 7375 Powell Road Wildwood, FL 34785 Phone 352-689-4400 Fax 352-689-4401		SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS INVITATION TO BID (ITB) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT	
DUE DATE: February 18, 2020		DUE TIME: 2:00 P.M.	
ITB # 005-0-2020/RS			
TITLE: Sumter County Tanker Fire Apparatus			
VENDOR NAME: Rosenbauer South Dakota, LLC		PHONE NUMBER: 605-543-5591	
VENDOR MAILING ADDRESS: 100 Third Street		FAX NUMBER: 605-543-9701	
CITY/STATE/ZIP: Lyons, SD 57041		E-MAIL ADDRESS: sales@rosenbaueramerica.com	
<p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this ITB and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the ITB requirements. I, the undersigned, declare that I have carefully examined the ITB, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this ITB with any other Offeror and have not colluded with any Offerors or parties to an ITB whatsoever for any fraudulent purpose."</p>			
<p> <u> / </u> <u> </u> <u> </u> <u> </u> <u> </u> Addendum # Addendum # Addendum # Addendum # Addendum # </p>			
<p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an ITB for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this ITB and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the ITB, including but not limited to certification requirements. In conducting offers with an agency for Sumter County Board of County Commissioners (BOCC), respondent agrees that if this Proposals is accepted, the respondent will convey, sell, assign, or transfer to the Sumter County BOCC all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the COUNTY. At the Sumter County BOCC discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."</p>			
Scott Oyen, C.E.O. Authorized Agent Name, Title (Print)		 Authorized Signature	February 13, 2020 Date
<p><i>This document must be completed and returned with your Submittal</i></p>			



Board of Sumter County Commissioners
7375 Powell Road
Wildwood, FL 34785
PHONE: (352) 689-4400 FAX: (352) 689-4401
E-mail: becky.segrest@sumtercountyfl.gov

Addendum #1 for ITB 005-0-2020/RS Sumter County Tanker Fire Apparatus

Date: January 31, 2020

This ITB will be for two (2) tanker apparatus instead of one (1). Please refer to the attached questions and answers.

ITB 005-0-2020/RS Sumter County Tanker Fire Apparatus - Questions and Answers

Questions are in black and answers are in red.

1. Has an estimated budget been established for the project above? **\$520,000**

2. ITB: Is this bid for the purchase of one tanker apparatus or more than one? **Two**

3. Part 4 Page 19 Statement of Vendor's Experience and Personnel:

We are the new sales and service dealership for Rosenbauer America. Sumter County has purchased several new fire apparatus from Rosenbauer America in the past and has one being constructed now. As a dealership we are not identified as a general contractor or a sub-contractor. The contract or purchase order, when ordering a new Rosenbauer fire apparatus, is issued by the buyer to Rosenbauer America. The form which you have provided looks like it for construction work on a building, landscape, etc. and appears to not pertain to the purchase of a fire truck. Is this form still required to be completed? **Yes, experience and personnel should be listed on the document.**

4. Bid Specifications for 3000 Gallon Tanker-Pumper:

Page 1 Inspection trips during the course of construction:

- How many Sumter County personnel will be conducting the inspection? **Three**
- Does the County wish to conduct a final inspection at the factory? **Yes** If so, how many County fire personnel will be conducting the final inspection? **Three**

5. Page 3 Section 5:

- Is this to be a wet-side tanker body or a dry-side tanker body? **No preference although wet side are typically less expensive.**

6. Page 6 There are no upper rear Zone C warning lights listed in the specifications. What brand and type of lights are desired? **Whelen**

7. Page 15 Section 16:

- What cab length is desired? 2-door/Extended Cab/ 4-door Crew Cab **two-door**
- 16.03 Since there are many ranges of engine horsepower, please specify the acceptable minimum engine horsepower requirement and engine manufacturer. **Can not specify as bidders will not necessarily bid the same size vehicle.**

STATEMENT OF TERMS AND CONDITIONS

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a Proposal/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Vendor list.

INDEMNIFICATION: Indemnify

and Insurance and Sovereign Immunity. Vendor shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Vendor shall indemnify and save harmless the County, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Vendor, its agents, or employees during performance under this Agreement. Vendor shall provide County with a certificate of coverage identifying County as both a Named Insured and a Certificate Holder. The foregoing is not intended, and shall not be construed, as a waiver by County of the benefits of Section 768.28, Florida Statutes.

PROHIBITION OF LOBBYING: During the black-out period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposals, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any Board employee other than the Purchasing Division Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposals (RFP) or Invitation to Bid (IBID) must be submitted in writing to the Board's Purchasing Division Manager.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Boards at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any Vendor as to the meaning of the RFP/IBID Contract Documents. Any inquiry or request for interpretation received by the Purchasing Division Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/IBID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/IBID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFPs/IBIDs are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/IBID Contract are to be considered as approximate only and are to be used solely for the comparison of RFPs/IBIDs received. The Board and/or his CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

VERNING LAWS AND REGULATIONS: The Vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFPs/IBIDs, will be available for public inspection ten days after opening of the RFPs/IBIDs or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFPs/IBIDs must make an appointment by calling the Purchasing Division Manager at (352) 689-4400. All RFPs/IBIDs submitted in response to this solicitation become the property of the Board. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/IBID, in its best interest.

TAXES: The Board of Sumter County Commissioners is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/IBID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposals in connection with the work for which their RFP/IBID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/IBID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/IBID price or the RFP/IBID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

By signing this form, the Contractor/Vendor agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud. IT IS AGREED BY THE UNDERSIGNED CONTRACTOR/VENDOR, THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE CONTRACTOR'S/VENDOR'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE CONTRACTOR/VENDOR AND THE BOARD OF SUMTER COUNTY COMMISSIONERS.

PROPOSER RESPONSIBILITY: Invitation by the Board to Vendors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/IBID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Vendors will become the property of the Board. Reference to literature submitted with a previous RFP/IBID will not relieve the Bidder from including any required documents with this RFP/IBID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/IBID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Purchasing Division Manager will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden

of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

BOARD OF SUMTER COUNTY COMMISSIONERS, are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Boards. Submittals not meeting stated minimum terms and qualifications may be rejected by the Boards as non-responsive. The Boards reserve the right to reject any or all submittals without cause. The Boards reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Boards, or who has failed to perform faithfully any previous contract with the Boards or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/IBID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the Boards for Public Works ITBs and the electronic submission stamp of all other responses will establish the Official Time of the Boards.

PREPARATION OF PROPOSALS/IBIDS:

Signature of the Bidder: The Bidder must sign the RFP/IBID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the partnership name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/IBID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/IBID must be submitted. The Proposer/Bidder shall state in the RFP/IBID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/IBID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/IBID FORM. In the event that there is a discrepancy on the RFP/IBID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/IBID are to submit to BOCC a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBIGATION OF WINNING BIDDER: The contents of the RFP/IBID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such Vendor may be removed from future participation.

AWARD OF BID: It is the Boards' intent to select a Vendor within sixty (60) calendar days of the deadline for receipt of Proposals/IBIDs. However, Proposals/IBIDs must be firm and valid for award for at least ninety (90) calendar days after the deadline for receipt of the RFP/IBID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the Boards may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Boards reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The Board shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/IBID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the Boards' representative (Purchasing Division Manager). All work will proceed in a timely manner without delays. The Vendor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Purchasing Division Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Proposers/Bidders are required to use the official RFP/IBID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/IBID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposals/IBID. RFP/IBID FORM documents for this project are free of charge and are available on-line and are downloadable (Vendor must pay any DemandStar fees or any shipping).

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/IBID specification for any item(s). If RFPs/IBIDs are based on equivalent products, indicate on the RFP/IBID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/IBID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFPs/IBIDs which do not comply with these requirements are subject to rejection. RFPs/IBIDs lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/IBID FORM. The Purchasing Division Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Boards unless evidenced by a Change Notice issued and signed by the Purchasing Division Manager, or designated representative.

QUANTITIES: The quantities as specified in this RFP/IBID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/IBID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Boards within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Board format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

February 13, 2020

(Signature and Date)

This document must be completed and returned with your Submittal.

STATEMENT OF VENDOR'S EXPERIENCE AND PERSONNEL

(Vendor may also provide any supplemental company or personnel information that will assist the Selection Committee in evaluating your bid).

VENDOR: Rosenbauer South Dakota, LLC

DATE: February 13, 2020

1. How many years has your organization been in business as a general contractor under your present business name?
11 years

2. List all previous business names of your organization:
Rosenbauer South Dakota, LLC was formerly known as Central States Fire Apparatus.
Only the name was changed and there were no reports of loss.

3. How many years of experience in general contracting? 40 years
 Prime Contractor 40 years Subcontractor N/A

4. List all officers and directors of your organization:

NAME	POSITION/TITLE
<u>Scott Oyen</u>	<u>C.E.O.</u>
<u>Please see attached ownership structure sheet.</u>	

5. Have you ever failed to complete any work awarded to you in the last 3 years?
 Yes _____ No X. If yes, where and why?

EXPERIENCE

1. Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual general contracting work of your organization?

<u>Scott Oyen</u>	<u>C.E.O.</u>
Name	Position
<u>Manage day to day operations</u>	<u>27</u>
Type of Work	Yrs. Experience
	<u>27</u>
	Yrs. With

Firm

Russ Schmidt	Production Coordinator
Name	Position
Oversee production of apparatus	19
Type of Work	Yrs. Experience
Firm	Yrs. With

Lloyd Arends	Controller
Name	Position
Accounting	36
Type of Work	Yrs. Experience
Firm	Yrs. With

Dan Schmidt	Contract Administrator
Name	Position
Contracts, price breakdowns	29
Type of Work	Yrs. Experience
Firm	Yrs. With

Phil Lincoln	Sales Representative
Name	Position
Fire Apparatus Sales	36
Type of Work	Yrs. Experience
Firm	Yrs. With

2. List/describe five (5) construction contracts that you currently have.

ROSENBAUER 109' VIPER AERIAL	LYONS, S.D.
Project	Location
11-13-18 # 980,448.00	JOB # 7590
Date	Contract
Amount	
RUSS SCHMIDT 605-543-5591	
Project Architect Contact Name and Phone Number	
SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS	
Owner's Contact Name and Phone Number	352-689-4400

ROSENBAUER CUSTOM PUMPER	LYONS, S.D.
Project	Location
10-31-18 # 419,875.00	JOB # 17964
Date	Contract

Amount	RUSS SCHMIDT 605-543-5591	
Project Architect Contact Name and Phone Number	CITY OF CRYSTAL, FL. 352-795-4216	
Contact Name and Phone Number	TWO (2) ROSENBAUER CUSTOM PUMPERS	LYONS, S.D.
Project		Location
Date	1-15-19 \$ 869,408.00	JOB # 18009
Amount		Contract
Project Architect Contact Name and Phone Number	RUSS SCHMIDT 605-543-5591	
Contact Name and Phone Number	CITY OF PANAMA CITY, FL. 850-872-3070	

Project	TWO (2) ROSENBAUER 3000 GALLON TANKERS	LYONS, S.D.
Project		Location
Date	9-5-18 \$ 647,684.00	JOB # 21880
Amount		Contract
Project Architect Contact Name and Phone Number	RUSS SCHMIDT 605-543-5591	
Contact Name and Phone Number	SUWANNEE COUNTY, FL. 386-364-3400	

Project	ROSENBAUER 78' VIPER AERIAL	LYON, S.D.
Project		Location
Date	12-18-19 \$ 984,570.00	JOB # 7615
Amount		Contract
Project Architect Contact Name and Phone Number	RUSS SCHMIDT 605-543-5591	
Contact Name and Phone Number	LYNN HAVEN, CITY OF... 850-265-2121	

VENDOR'S AFFIDAVIT

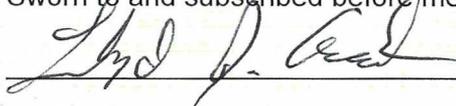
South Dakota
State of ~~KNDX~~
County of Minnehaha

Before me personally appeared Scott Oyen who is (title)
C.E.O.

of (the company described herein) Rosenbauer South Dakota, LLC being duly sworn, deposes and says that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by Sumter County Board of County Commissioner deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known or Produced Identification

Sworn to and subscribed before me this 13th day of February, 2020



NOTARY PUBLIC - STATE OF ~~KNDX~~ South Dakota

Public)

(Signature of Notary Public)

(seal)

LLOYD J. ARENDS
My Commission Expires
April 1, 2025

(Print Name of Notary

Lloyd J. Arends

This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

Rosenbauer South Dakota, LLC
(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposal or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

[Signature]
Authorized Signature
February 13, 2020
Date Signed

State of: South Dakota

County of: Minnehaha

Sworn to and subscribed before me this 13th day of February, 2020

Personally known X or Produced Identification _____
(Specify Type of Identification)

[Signature]
Signature of Notary

My Commission Expires 4-1-2025

LLOYD J. ARENDS
My Commission Expires
April 1, 2025

(seal)

This document must be completed and returned with your Submittal

HOLD HARMLESS AGREEMENT

The Vendor is required to purchase and maintain minimum limits of \$1,000,000 per occurrence for all liability, which includes general liability and, if applicable, automobile liability. Other coverage may be required where applicable.

The Vendor agrees to hold the Board of Sumter County Commissioners harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, unless such claims are a result of the County's sole negligence.

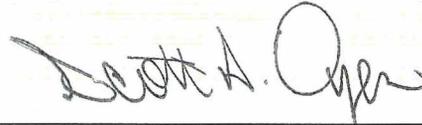
The Vendor shall purchase and maintain workers' compensation insurance & employer's liability in accordance with Florida Statute Chapter 440.

The Vendor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the County representative requesting the service.

By signature upon this form the Vendor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Scott Oyen
Vendor-Print Name



Signature

ITB # 005-0-2020/RS - Tanker Fire Apparatus
Project Name

February 13, 2020
Date

The effective dates of this Hold Harmless Agreement shall be for the duration of the contract associated with this project.

This document must be completed and returned with your Submittal

E-Verify /Vendor/SubVendor Certification

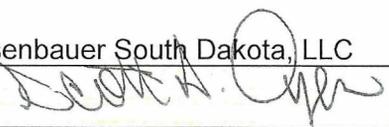
E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at <http://www.dhs.gov/e-verify>.

Vendors must certify compliance with the federal E-Verify program for all employees hired on or after the date of registration on the Department of Homeland Security website <http://www.dhs.gov/e-verify> by providing the Memorandum of Understanding electronic signature page with date of registration and company ID number and this E-Verify Certification form. In the case of vendors, this includes obtaining written certification from all sub-vendors who will participate in the performance of the contract. The certification below has been prepared for all County vendors to use for this purpose. All sub-vendor certifications must be kept on file with the contract and made available to the state and/or Sumter County upon request. E-Verify must be obtained prior to the due date established in this formal solicitation.

CERTIFICATION

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

Name of Company: Rosenbauer South Dakota, LLC

Authorized signature: 

Printed name & Title: Scott Oyen, C.E.O.

Address: 100 Third Stree, Lyons, SD 57041

Date: February 13, 2020

Telephone Number: 605-543-5591

E-mail address: sales@rosenbaueramerica.com

Sumter County reserves the right to determine how it will respond to any instances of non-compliance or false certification of compliance. Potential Sumter County actions include, but are not limited to, cancellation of the contract and/or suspending or debaring the contract Vendor from performing services in any aspect to the Sumter County.

Please contact the Purchasing Division at 352-689-4400 with questions regarding this requirement.

This document must be completed and returned with your Submittal.



Employment Eligibility Verification

Welcome
Karen Severtson

User ID
KSEV9575

Last Login
01:50 PM - 04/23/2015

Log Out



Click any for help

- Home
- My Cases**
- New Case
- View Cases
- Search Cases
- My Profile**
- Edit Profile
- Change Password
- Change Security Questions
- My Company**
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports**
- View Reports
- My Resources**
- View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us

Company Information

Company Name:	Rosenbauer South Dakota, LLC	View / Edit
Company ID Number:	368868	
Doing Business As (DBA) Name:		
DUNS Number:	102292117	
Physical Location:		
Address 1:	100 Third Street	Mailing Address:
Address 2:		Address 1: PO Box 57
City:	Lyons	Address 2:
State:	SD	City: Lyons
Zip Code:	57041	State: SD
County:	MINNEHAHA	Zip Code: 57041
Additional Information:		
Employer Identification Number:	460448012	
Total Number of Employees:	100 to 499	
Parent Organization:		
Administrator:		
Organization Designation:		
Employer Category:	Federal Contractor without FAR E-Verify Clause	

NAICS Code:	336 - TRANSPORTATION EQUIPMENT MANUFACTURING	View / Edit
Total Hiring Sites:	1	View / Edit
Total Points of Contact:	2	View / Edit



Company ID Number: 368868

Approved by:

Employer Rosenbauer South Dakota, LLC	
Name (Please Type or Print) Karen Severtson	Title
Signature Electronically Signed	Date 11/01/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/01/2010

Company ID Number: 368868

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Rosenbauer South Dakota, LLC
Company Facility Address	100 Third Street Lyons, SD 57041
Company Alternate Address	PO Box 57 Lyons, SD 57041
County or Parish	MINNEHAHA
Employer Identification Number	460448012
North American Industry Classification Systems Code	336
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1

Company ID Number: 368868

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

SOUTH DAKOTA 1 site(s)

Company ID Number: 368868

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Brian Kueter
Phone Number (605) 543 - 5591 ext. 9724
Fax Number (605) 543 - 9701
Email Address bkueter@rosenbaueramerica.com

Name Mike Ebbing
Phone Number (605) 543 - 9791
Fax Number
Email Address mebbing@rosenbaueramerica.com

Name Marti Robinson
Phone Number (605) 543 - 9778
Fax Number
Email Address mrobinson@rosenbaueramerica.com

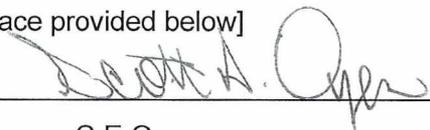
ANTI-COLLUSION STATEMENT

By signing this form, the Contractor agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud,

IT IS AGREED BY THE UNDERSIGNED CONTRACTOR, THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE CONTRACTOR'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE CONTRACTOR AND THE BOARD OF SUMTER COUNTY COMMISSIONERS

NAME OF FIRM: Rosenbauer South Dakota, LLC

[Sign in ink in the space provided below]

SIGNED BY: 

TITLE: C.E.O.

ADDRESS: 100 Third Street

CITY & STATE: Lyons, SD 57041

TELEPHONE: 605-543-5591

No quotes will be withdrawn for a period of sixty (60) days subsequent to the opening of quotes, without the consent of the Board of Sumter County Commissioners,

NO QUOTE (Reason):

This document must be completed and returned with your Submittal

STATEMENT OF PUBLIC ENTITY CRIMES

This is a sworn statement under Section 287.133(3)(a), Florida Statutes, on public entity crimes and must be signed in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted with Bid, Proposal or Contract No. ITB # 005-0-2020/RS
for Tanker Fire Apparatus.

2. This sworn statement is submitted by Rosenbauer South Dakota, LLC
(Name of entity submitting sworn statement)

whose business address is:

100 Third Street
Lyons, SD 57041

Its Federal Employer Identification Number (FEIN) is 46-0448012. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. I understand that a *Public Entity Crime* as defined in Paragraph 287.133(1)(g), Florida Statutes, is a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other State or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that *convicted* or *conviction* as defined in Paragraph 286.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial or entry of a plea of guilty or nolo contendere.
5. I understand that an *affiliate* as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
- (a) A predecessor or successor of a person convicted of a public entity or crime; or
 - (b) An entity under the control of a natural person who is active in the management of the entity and who has been convicted of a public entity crime. *Affiliate* includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an *affiliate*.

- 6. I understand that a *person* as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. *Person* includes those officers, directors, executives, shareholders, partners, employees, members, and agents who are active in management of an entity.
- 7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted Vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted Vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted Vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted Vendor list. (Please describe any action taken by or pending with the Department of General Services.)

[Handwritten Signature]

 (Signature)

Sworn to and subscribed before me this 13th day of February , 20 20 .

Personally Known X

[Handwritten Signature]

OR produced identification _____

Notary Public – State of South Dakota

 Type of identification produced

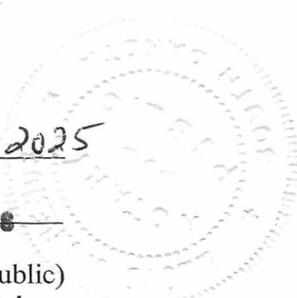
My commission expires 4-1-2025

LLOYD J. ARENDS

My Commission Expires

(Printed, typed or stamped) April 1, 2025

Commissioned name of notary public)



This document must be completed and returned with your Submittal

**STATEMENT OF "NO BID"
ITB #005-0-2020/RS**

If you do not intend to submit a bid for this project, please complete and return this form prior to date shown for receipt of bids to: BOCC, 7375 Powell Road, Suite 141, Wildwood, FL 34785. Attn: Mrs. Becky Segrest

We, the undersigned, have declined to submit a bid for your **ITB #005-0-2020/RS Sumter County Tanker Fire Apparatus** for the following reasons:

- _____ Specifications are too "tight", i.e. geared toward one brand or manufacturer only (please explain reason below)
- _____ Insufficient time to respond to Request for Bid.
- _____ We do not offer this product/s or equivalent.
- _____ Remove us from your Vendor's list for this commodity or service.
- _____ Our product schedule would not permit us to perform to specifications.
- _____ Unable to meet specifications.
- _____ Unable to meet insurance requirements.
- _____ Specifications unclear (please explain below).
- _____ Competition restricted by pre-approved owner standards.
- _____ Other (please specify below or attach a separate sheet).

Remarks:

We understand that if this "No Bid" letter is not executed and returned, our name may be deleted from the list of qualified proposers for the BOCC for future projects or commodities.

Company Name: _____

Address: _____

Signature and Title: _____

Telephone Number _____ Date _____

**PART 5
SCOPE OF SERVICES**

Board of Sumter County Commissioners wishes to solicit **sealed** bids from qualified contractors for construction of **Sumter County Tanker Fire Apparatus**.

PROJECT MANUAL AND DRAWINGS: All documents relating to this project are under separate attachments.

PAYMENT AND PERFORMANCE BOND: A 5% bond is required for this project.

MANDATORY PRE-BID MEETING: A mandatory pre-bid meeting will not be conducted.

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: RFP# 005-0-2020/RS Sumter County Tanker Fire Apparatus.

In response to the Request for Qualifications dated _____ the Sumter County Board of County Commissioners (BOCC) is providing notice of acceptance of your proposal representing the base bid amount of _____ and 00/100 (\$0.00).

You are required by the RFQ to execute the Agreement and furnish the required certificates of insurance within fourteen (14) calendar days from the date of this Notice.

If you fail to execute the Agreement and to furnish said certificates of insurance within 14 days from the date of this Notice, the BOCC will be entitled to consider all your rights arising out of BOCC acceptance of your bid. The BOCC will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the BOCC.

Dated this th day of , 2019:

Sumter County Board of County Commissioners

By:
Chairman
Title

ACCEPTANCE OF NOTICE
Receipt of the above NOTICE OF AWARD is hereby acknowledged.

VENDOR

Dated this day of , 20 ;

By:

NOTICE TO PROCEED

Company: _____

Date:

Project: RFP# 005-0-2020/RS Sumter County Tanker Fire Apparatus

You are hereby notified to commence Work in accordance with the Agreement dated March 10, 2020.

OWNER: SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

County Administrator

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

VENDOR:

this the _____ day
of _____, 2019.

By: _____
Authorized Representative

Title: _____

Company: _____

EXHIBIT A
Drawings and Specifications

Plans and specification attachments:

Attachment A - Tanker Specifications

FOR EXHIBIT A:

See Section #2 for the Rosenbauer Engineering Proposal Drawing

See Section #4 for the Rosenbauer factory direct Tanker Apparatus Specifications and related information.

EXHIBIT B Bid Form

7375 Powell Road, Suite 200, Wildwood, FL 34785
Telephone: (352) 689-4400
Fax: (352) 689-4401

Re: **ITB 005-0-2020/RS SUMTER COUNTY TANKER FIRE APPARATUS**

1. Having carefully examined the ITB for the project listed above:

And being familiar with the premises affecting the work, the undersigned proposes and hereby agrees to furnish all labor and material and to perform all work in accordance with said documents for:

ITB 005-0-2020/RS

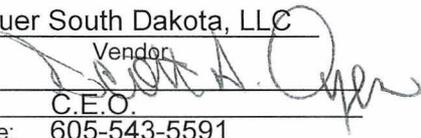
Description	
Sumter County Tanker Fire Apparatus	
Total in Numbers	\$ 598,856.00
Total in Words	FIVE HUNDRED NINETY EIGHT THOUSAND EIGHT HUNDRED FIFTY SIX DOLLARS

2. In submitting this Bid, it is understood that the right is reserved by the Board of Sumter County Commissioners to reject any, and all bids.
3. The Vendor hereby acknowledges the receipt of 1 Addenda issued during the bid period and certifies their inclusion in the bid. (Indicate "NONE" if no addendums were received).
4. All Requests for Information (RFI's) will be sent to Mrs. Becky Segrest for response.

Date: February 13, 2020

Rosenbauer South Dakota, LLC

Vendor

By: 
 Title: C.E.O.
 Telephone: 605-543-5591
 Address: 100 Third Street
Lyons, SD 57041



2-18-20

OPTION PRICING FOR PURCHASER CONSIDERATION

The following option pricing is presented for consideration by the purchaser. The pricing is per truck.

- Pre-Payment for Discount Option: Rosenbauer is pleased to offer a discount from the bid price of \$ 8,590.00 per vehicle if the Purchaser elects to make a 100% PrePayment at time of issuance of the Purchase Order. Rosenbauer will provide the Purchaser with a 100% Performance Bond if a 100% Pre-Payment is made.
- Direct Tank Fill: We are providing two (2) 2.5" gated rear direct fills and one (1) 4" gated rear tank fill meeting the Purchaser's published specifications. The Purchaser meets the NFPA 1901 requirement for a 1000gpm fill rate with the 4" fill alone and therefore the two 2.5" fills are not required. However, if the Purchaser elects to delete one (1) 2.5" rear tank fill, please DEDUCT \$ 1,343.00 from the bid price.
- Rear Quick Dump: We are providing a 10" rear quick dump meeting the Purchaser's published specifications. The rear quick dump manufacturer does offer a manually operated rear dump control. If the Purchaser elects to change the rear dump control to a manual control, please DEDUCT \$851.00 from the bid price.
- Hard Suction Mounting: We are providing a rear compartment with a door for the storage of suction hose. If the Purchaser elects the option to carry the two suction hose in brackets over the right side compartments, please DEDUCT \$ 1,154.00 from the bid price.
- Portable Water Tank Mounting Bracket: Rosenbauer does offer two (2) different types of tank mount brackets with exterior metal covers. A treadplate cover is offered at an additional cost of \$ 1,132.00 and a painted aluminum cover is offered at an additional cost of \$1,647.00.
- Electrical Equipment: Due to the low amp draw of the electrical system of the complete apparatus, an electrical system load manager is not necessary, nor required, for this vehicle. Should the Purchaser elect to eliminate the load management system, please DEDUCT \$ 306.00 from the bid price.
- Right Side Pump Panel Discharge: We are providing a 2.5" right side discharge which is located in the forward portion of the R1 compartment. The Purchaser may find it advantageous to eliminate the 2.5" discharge elbow in order to allow connected fire hose to come straight out

the compartment without any interference that may be caused by the elbow. If the Purchaser elects to eliminate the discharge elbow, please DEDUCT \$ 156.00 from the bid price.

- FREIGHTLINER CHASSIS CAB STEPS: We are providing a Freightliner M2-112 chassis which is equipped with factory installed NFPA compliant cab steps. The Purchaser may find it advantageous to add aluminum treadplate step covers and enclosures over the fuel/DEF tank and right side exhaust system. If step covers and enclosures are desired, please ADD \$ 1,074.00 to the bid price.
- Pre-Connect 1.5" Discharge: We are providing a 2" preconnect discharge crosslay hosebed which is located over the forward pump panel and includes a removable hose tray and two cargo nets for side hose retention. Rosenbauer offers a cost effect alternative which the Purchaser may find advantageous. A 2" preconnect discharge can be located on the right side catwalk with a forward mounted 1.5" chicksan swivel, aluminum treadplate hosebed on top of the right side catwalk, and hose retention straps. If this option is chosen by the Purchaser, please DEDUCT \$ 1,513.00 from the bid price.
- 16.05 M2 Chassis Requirement for 360-degree camera system: We have provided a FireResearch InView360 360-degree camera system which meets and exceeds the Purchaser's published specifications. Should the Purchaser elect to chose to use Rosenbauer's standard Zone Defense D.O.T. and SAE compliant single camera back-up camera system with in-cab monitor, please DEDUCT 3,022.00 from the bid price.

Section 2: Miscellaneous Equipment

Line 2.03 Requires all NFPA and ISO related equipment and hardware to be supplied.

We have provided in our bid price all of the miscellaneous equipment as requested, which includes the following:

- One (1) Kocheck K35-3 wrench holder with 2 universal spanners and hydrant wrench
- Two (2) Kocheck KS-46-2 spanner wrench sets with holders
- One (1) Kocheck KS-34 4 storz spanners with holder
- Two (2) 10' x 4" flexible suction hoses with barrel strainer
- Six (6) 50' lengths (300') of 3" All American hose
- Four (4) 50' lengths (200') of North American D-BAK 800 1-3/4" fire hose
- One (1) Elkhart 4000-14 handline nozzle with pistol grip
- Two (2) Streamlite LED Vulcan hand lights with 12volt vehicle chargers
- One (1) 20 lb. ABC extinguisher with mounting bracket
- One (1) NFPA 1901 compliant first aid kit
- One (1) NFPA 1901 compliant Emergency Road Kit
- One (1) Elkhart F-327-A 2.5" double female adaptor
- One (1) Elkhart M-327-A 2.5" double male adaptor

- One (1) rubber mallet with mounting bracket
- One (1) 2.5" tri-lock mounting bracket
- Two (2) folding wheelchocks with underbody mounting brackets
- Two (2) Occunomix FIRE Reflective Traffic Vests
- Five (5) VizCon 28" spring reflective traffic cones
- One (1) LifePak CR-Plus AED-portable

Should the Purchaser elect to eliminate any item included in the above list, we will provide line item pricing upon request.

BID BOND

CONTRACTOR:

(Name, legal status and address)

Rosenbauer South Dakota, LLC
100 3rd Street
Lyons, SD 57041

SURETY:

North American Specialty Insurance Company
1200 Main Street, Suite 800
Kansas City, MO 64105

OWNER:

(Name, legal status and address)

Sumter County Board of County Commissioners
7375 Powell Road
Wildwood, FL 34785

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

BOND AMOUNT: 5% of Bid Amount

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

Commercial Tanker Fire Apparatus

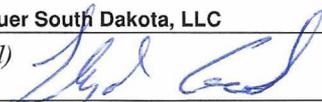
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

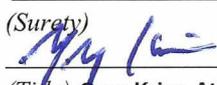
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of February, 2020


(Witness)

Rosenbauer South Dakota, LLC
(Principal)  (Seal)

(Title) **Treasurer**

North American Specialty Insurance Company
(Surety)  (Seal)

(Title) **Greg Krier, Attorney-in-Fact**

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

NANCY DeNEUI, BONNIE MERZ, GREG KRIER, CHRISTY NEBBEN, HOLLY HEIBERGER, LORI KLEIN, GRACE RASMUSSEN and JAIMIE KANGAS

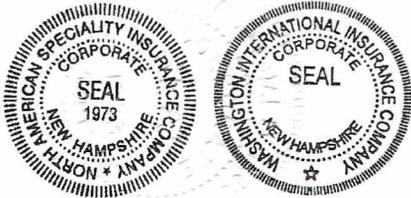
JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 3rd day of November, 2017.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 3rd day of November, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13th day of February, 2020.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/20

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 have ADDITIONAL INSURED provisions or 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 Commercial Lines - 612-509-1001 USI Insurance Services LLC 8000 Norman Center Drive; Suite 400 Bloomington, MN 55437	CONTACT NAME: Jordan Helland PHONE (A/C, No, Ext): 612-509-1956 FAX (A/C, No): E-MAIL ADDRESS: Jordan.Helland@USI.com														
INSURED Rosenbauer South Dakota, LLC 100 Third Street Lyons, SD 57041	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Fireman's Fund Insurance Company</td> <td>21873</td> </tr> <tr> <td>INSURER B: National Surety Corporation</td> <td>21881</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Fireman's Fund Insurance Company	21873	INSURER B: National Surety Corporation	21881	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 13941964

REVISION NUMBER: See below

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/SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		DXJ80994632	03/01/2019	03/01/2020	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 20,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		DXJ80994632	03/01/2019	03/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		XAU32388555	03/01/2019	03/01/2020	EACH OCCURRENCE	\$ 15,000,000
						AGGREGATE	\$ 15,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	SCW007879-19-01	03/01/2019	03/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

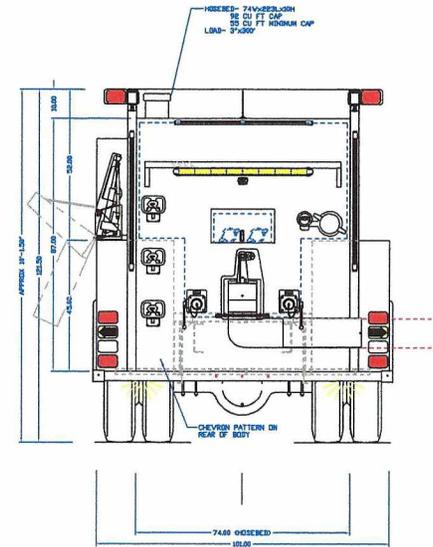
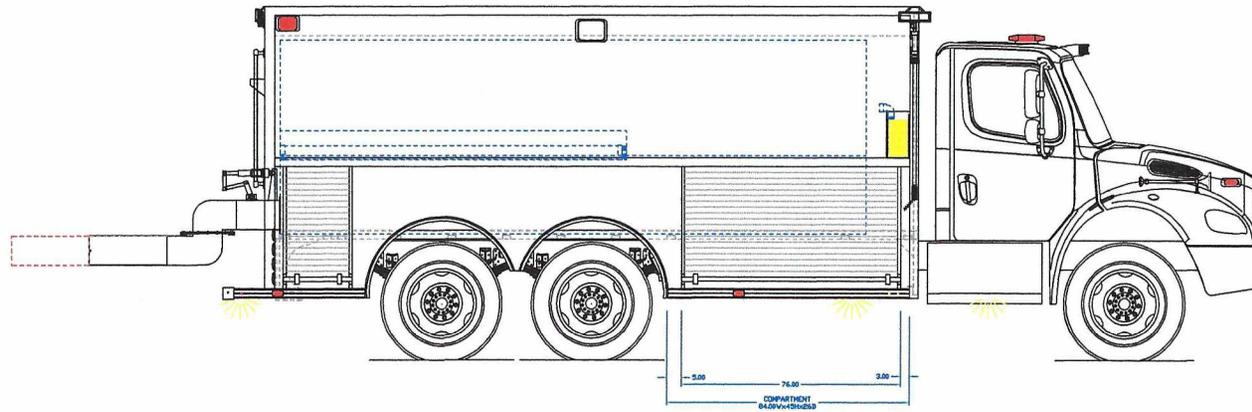
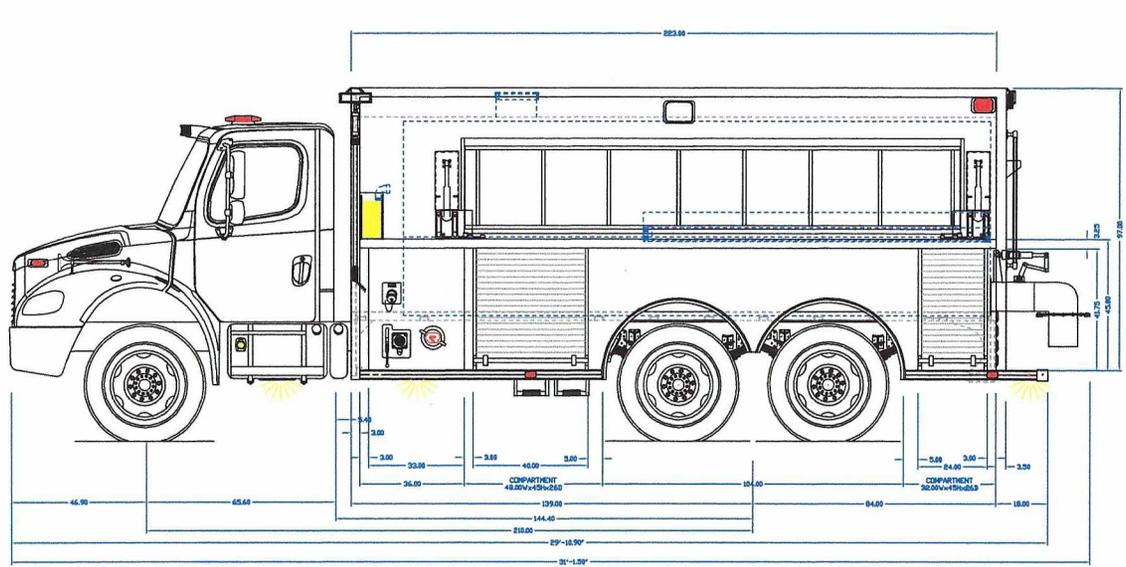
Sumter County Board of County Commissioners
 7375 Powell Road
 Wildwood, FL 34785

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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- NOTES:
1. OVERALL HEIGHT IS IN LOADED CONDITION. UNLOADED HEIGHTS MAY BE 4" ABOVE HEIGHTS SHOWN.
 2. DO NOT SCALE DRAWING.
 3. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO ENGINEERING CHANGES.
 4. DRAWING MAY OR MAY NOT SHOW ALL ITEMS AS DESCRIBED IN THE WRITTEN DETAIL SPECIFICATIONS.
 5. INCLUSION OF AN ITEM ON THE DRAWING DOES NOT CONSTITUTE INCLUSION OF THAT ITEM WITH THE FINAL DELIVERED UNIT.
 6. THE EFFECTIVE DOOR OPENINGS WILL BE APPROX. 2" LESS THAN THE NOTED COMPARTMENT OPENING FOR ROLL UP DOORS AND UP TO APPROX. 4" LESS FOR HINGED DOORS



APPROVED BY:

CHASSIS: FREIGHTLINER
 PUMP: DARLEY 500 GPM
 TANK: POLY/3000
 PANEL MATL: STAINLESS STEEL

REVISED DRAWING	DATE	DATE	COMP INTERIOR
1	02-10-20		SPATTER PAINTED
			MAXIMUM HEIGHT
			MAXIMUM LENGTH
			BODY WIDTH

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SUMTER COUNTY BOARD OF COMMISSIONERS, FL



ROSENBAUER FX 1/8"
 sumter co, fl

Sumter County Fire and EMS

Bid Specifications for 3000 Gallon Tanker-Pumper

Index to Specifications

Section 1:	Booster Tank
Section 2:	Miscellaneous equipment
Section 3:	Hard Suction
Section 4:	Portable Tank Carrier and tank
Section 5:	Apparatus Body and Components
Section 6:	Apparatus Body Compartments
Section 7:	Running Boards, Catwalks, & Rear Steps
Section 8:	Grab Rails & Foot Steps
Section 9:	Electrical Equipment
Section 10:	Emergency Siren & Lighting Equipment
Section 11:	Painting, Lettering, Striping, and Signs.
Section 12:	Mud Flaps
Section 13:	Pump & Plumbing
Section 14:	Hose Trays, Cross Lays, Booster Reel, & Pre-connects
Section 15:	Hard Suction
Section 16:	Chassis Accessories
Section 17:	Chassis

Bids shall be sealed in separate envelope and contain:

1. Chassis Specifications
2. Truck Body Specifications
3. Estimated Delivery or Completion Date
4. Vendor shall also indicate if truck is to be delivered to fire department headquarters
5. Warranty Information
6. Dimensions of truck design and or drawings if applicable.
7. Bid Price and Options price sheet for optional equipment truck layout.

PRE-CONSTRUCTION CONFERENCE (AT FIRE DEPARTMENT)

A pre-construction conference shall be conducted at the Fire Department Headquarters, at which time all final designs and equipment mounting locations will be approved, prior to any sheet metal being cut. A factory-trained dealer shall be present during the pre-construction conference to answer any design questions relating to the layout of the apparatus. All expenses for travel, meals, and lodging shall be included. **BIDDER SHALL INDICATE INTENTION TO PROVIDE THE REQUIRED PRE-CONSTRUCTION CONFERENCE IN THE PROPOSAL PACKET.**

INSPECTION TRIPS

Inspection trip(s) for Fire Department personnel shall be made to the facility during the course of construction of the apparatus. Successful bidder shall consult with Fire Department committee chairperson as to the proper timing of the inspection trip(s). Air travel (for distances over 250 miles), meals, and lodging expenses shall be included. **BIDDER SHALL INDICATE INTENTION TO PROVIDE THE REQUIRED INSPECTION TRIP(S) IN THE PROPOSAL PACKET.**

Section 1: Tank

1.01 WATER TANK - 3000-GALLON minimum

The apparatus shall be equipped with a minimum three thousand (3000) gallon polypropylene water tank. The tank shall be equipped with a six-inch (6") overflow pipe.

1.02 WATER TANK FILL TOWER

A fill tower measuring approximately 10" x 10" square shall be provided on the water tank up to and including 3500 gallons total capacity.

1.03 DIRECT TANK FILL

- Two (1) 2-1/2" diameter direct tank fill inlet shall be provided, including a 2-1/2" female NH swivel, plug and screen.
- One 4" diameter direct tank fill shall be provided, including a 4" Stortz cap
- The valves shall be located and controlled on the rear of body.

1.04 QUICK DUMP - REAR

One (1) Newton 10" quick dump valve shall be provided at the center rear of the apparatus.

One (1) single electric operated control shall be provided.

The control shall be conveniently located on the apparatus body near the valve.

The Newton dump valve installed on the water tank shall be painted grey.

One (1) swivel dump shall be fabricated with .125" aluminum and attached to the Newton Quick Dump.

The swivel dump shall have the ability to dump water from the driver's side or the officer's side and any point in between. The swivel dump is 70 inches long when fully extended. The swivel dump shall have an extension that is hinged and can be folded up when the dump is not in use. The dump shall have the ability to be stowed on either the driver's side or the officer's side of the truck. The latch that holds the extension in the stowed position shall also help support the swivel dump extension.

When the extension is in the down and extended position, there shall be no less than a 34 inch clearance from level ground to the bottom of the dump to ensure that there is enough clearance for the swivel dump to offload into all portable drop tanks.

The dump shall meet NFPA requirements for water delivery on three sides of the vehicle. The 3000-gallon poly tank shall meet all NFPA baffling requirements.

1.05 WATER TANK GAUGE

Two (1) Fire Research TankVision Pro model WLA300-A00 tank indicator kit shall be installed on the pump panel and at the rear of the unit. The kit shall include an electronic indicator module, a pressure sensor, and a 10' sensor cable. The indicator shall show the volume of water in the tank on nine (9) easy to see super bright RGB LEDs. A wide view lens over the LEDs shall provide for a viewing angle of 180 degrees. The indicator case shall be waterproof, manufactured of Polycarbonate/Nylon material, and have a distinctive blue label. Shall include (2) LED tank gauges, one (1) at pump panel, one (1) on rear of truck.

Section 2: Miscellaneous equipment

- 2.01 Spanner and hydrant
wrenches mounted on rear of truck, and (2) two spanner wrench sets mounted on either side of pump compartment housing.
- 2.02 There shall be one set of storz wrenches also mounted on rear of apparatus.
- 2.03 All NFPA and ISO related equipment and hardware for mobile water supply Apparatus

Section 3: HARD SUCTION MOUNTING

- 3.01 One (1) hard suction hose storage shall be provided. The design shall allow the hose to be individually removed from the rear of the apparatus. The hard suction hose compartment shall have a hinged door with push to latch door catches.
The hinged door shall be constructed of smooth material, with chevron striping applied to match the rear of the apparatus body.
- 3.02 SUCTION HOSE SOURCE
New suction hose shall be provided by the body builder.
- 3.03 SUCTION HOSE
Four (2) 4.0" x 10 foot length of flexible suction hose shall be supplied.
- 3.04 HOSE COUPLINGS
Lightweight aluminum couplings shall be provided on the suction hose. A long handle female swivel shall be provided on one end and a rocker lug male shall be provided for the other end.

Section 4: Portable WATER TANK MOUNTING BRACKET

- 4.01 One (1) horizontal storage area shall be provided designed to carry a portable folding tank. Storage rack shall be powered.
- 4.02 Drop tank carrier shall be large enough to accommodate a 3500-gallon drop tank.
- 4.03 FOLDING PORTABLE WATER TANK
One (1) 3500 gallon, 22 ounce vinyl, portable water tank shall be provided. The tank shall include an ALUMINUM support frame.

Section 5: Apparatus Body and Components

- 5.01 Body sub-frame shall be made to industry standards to insure highest quality and strength to body of truck.
- 5.02 The body shall be fabricated of aluminum extrusions, smooth aluminum sheet and aluminum Treadplate.
- 5.03 There shall be a minimum of (2) rear tow eye on the rear of the truck attached to the truck frame.

Section 6: Apparatus Body Compartments

- 6.01 ROLL UP DOOR CONSTRUCTION
Compartment doors shall be equipped with roll-up doors complete with the following features:
1" aluminum double wall slats with continuous ball & socket hinge joint designed to prevent

water ingress and weather tight recessed dual durometer seals,
Double wall reinforced bottom panel with stainless steel lift bar latching system, bottom panel flange with cut-outs for ease of access with gloved hands, reusable slat shoes with positive snap-lock securement, smooth interior door curtain to prevent equipment hang-ups,
One-piece aluminum door track / side frame, top gutter with non-marring seal, non-marring recessed side seals with UV stabilizers to prevent warpage,
Dual leg bottom seal, with all wear component material to be Type 6 Nylon, Sweep out style compartments shall be provided on both the drivers and passengers' side in front of the rear wheels.

- 6.02 Compartments will be designed to maximize available space. Compartments are to be as large as possible. With a minimum of 4 compartments
- 6.03 Additional compartments at the rear drivers and passengers side behind rear wheels if body configuration allows.
- 6.04 Compartment doors shall be equipped with LED compartment lights.
- 6.05 Option, have the pump panel contained within a compartment
- 6.06 INTERIOR COMPARTMENT FINISH
The apparatus side compartment interiors are to be painted with a spatter finish material.
Compartment interiors that are wrinkle finished or are topcoat web painted do not meet the intent nor durability of this requirement and are not acceptable.

Section 7: Running Boards, Catwalks, & Rear Step

- 7.01 Catwalks shall be located above the left and right compartments. The catwalks shall be made of blackout aluminum and bent to provide a drip rail.
- 7.02 Rear step or ladder shall be NFPA compliant.

Section 8: Grab Rails & Foot Steps

- 8.01 Horizontal grab rails by all above pump compartment or above tank hose beds or cross lays for the ease and safety of loading and unloading the hose.
- 8.02 Steps, vendor shall follow NFPA 1901 standards on step locations and distance between them.
- 8.03 Steps will be folding style

Section 9: Electrical Equipment

- 9.01 MASTER ELECTRIC SWITCH
One (1) battery disconnect switch shall be located conveniently to the driver of the apparatus. The switch shall disconnect the 12-volt power supply from the battery system as per NFPA.
- 9.02 Truck shall be equipped with an electrical load management system.
- 9.03 TAIL LIGHTS

One (1) pair of Whelen 60BTT LED tail/brake lights shall be provided on the rectangular lights shall be 4" x 6" LED with a red lens.

- 9.04 TURN SIGNALS
One (1) pair of Whelen, 60A00TAR turn signals with populated arrow shape shall be provided. The rectangular LED lights shall be 4" x 6" in dimension and shall have an amber lens.
- 9.05 BACKUP LIGHTS
One (1) pair of Whelen Series 600 LED backup lights shall be installed on the rear of the apparatus body. The dimensions shall be 4" x 6" and the lens color shall be clear.
- 9.06 CAB GROUND LIGHTS
LED ground lights shall be installed under the two (2) cab doors. CAB STEP LIGHTS
There shall be LED cab step lights supplied below the chassis cab doors. The lights shall be mounted below the cab doors and illuminate the chassis cab steps. There shall be two (2) LED lights located on each side of the chassis cab.
- 9.07 PUMP PANEL GROUND LIGHTS
Two (2) LED ground lights shall be installed under the pump panel running boards. One (1) light shall be located on the driver's side and one (1) light located on the officer's side of the apparatus.
- 9.08 REAR STEP GROUND LIGHTS
Two (2) LED ground lights shall be installed under rear step of the apparatus. The ground lights shall automatically activate when the parking brake is applied.
- 9.09 REAR TAILBOARD LIGHTS
Two (2) LED step lights with clear lens shall be installed to illuminate the step surfaces at the rear of the apparatus body.
The step/walkway light switch shall be installed and wired to the parking brake.
- 9.10 STEP LIGHT
LED step lights with clear lens shall be installed on the chassis steps to meet NFPA. The step/walkway light switch shall be installed and wired to the parking brake. Clearance lights on truck will be LED.
- 9.11 LIGHTBAR ACTIVATION
The front upper light bar activation shall be wired into the master warning switch.

Section 10: Emergency Siren & Lighting Equipment

- 10.01 One (1) Whelen model #295SLSA1 electronic siren shall be mounted in the cab. This unit shall feature an electronic air horn, wail, yelp, hi-lo and shall have a hard wired PA microphone.
- 10.02 There shall be one speaker provided and recessed in the bumper extension. A Cast Products Model #SA4311-03M2-1 100-watt speaker shall be installed on the apparatus or comparable.
- 10.03 All emergency lighting will be NFPA Compliant.
- 10.04 All emergency lighting will be Whelen LED.
- 10.05 One (1) Whelen Justice Series Model light bar shall be installed. The LED light bar shall be 56" in length. The light bar shall have four (4) red corner linear LED's and eight (8) front CON3's, six (6) red and two (2) white. The light bar shall have a five (5) year warranty on the LED modules. The light bar shall be installed on the apparatus cab roof.
- 10.06 SIDE ZONE LOWER LIGHTING
Six (6) Whelen Model: 50*03Z*R or equivalent flashing LED lights shall be located at the following positions:
- Two lights, one each side on the bumper extension.
 - Two lights, one each side mid ship in the rub rail
 - Two lights, one each side at the rear side corners in the rub rail

The color of these lights shall be red Super LED/red. The above six lights shall be required to meet the lower level optical warning and optical power requirements of NFPA 1901. These lights shall be provided with a chrome plated ABS plastic flange.

10.07 REAR ZONE LOWER LIGHTING:

Two Whelen model 60*02F*R flashing "Super" or equivalent LED warning lights shall be located at the rear of the apparatus, required to meet or exceed the lower level optical warning and optical power requirements of NFPA 1901. The color of these lights shall be red Super LED/red lens. These lights shall be installed in the rear quad tail light bezel.

10.08 UPPER SIDE REAR WARNING LIGHTS

One (1) pair Whelen model #600 red Super LED warning lights shall be installed, one each side on the upper portion of the body side, towards the rear of the body. The dimensions of the lights shall be 4" x 6". There shall be chrome bezels supplied and installed on the warning lights.

10.09 Ground lighting to be NFPA compliant.

10.10 LIGHT, TRAFFIC DIRECTING:

One (1) Whelen Model #TAL85 Traffic Advisor shall be installed. The light shall be equipped with eight (8) LED lights measuring 46" in length. The traffic arrow light shall be surface mounted below the rear intermediate step of the apparatus body. The Traffic Advisor control head shall be mounted inside the cab and be accessible by the driver and officer. The light shall be capable of four warning patterns:

- Arrow Right
- Arrow Left
- Center Out
- Alternating Flash

10.11 PERIMETER SCENE LIGHTS (CAB):

There shall be AMDOR Luma-Bar H20 LED lights installed mounted to the underside of the cab step below each cab door. The ground lighting shall be activated when the parking brake is set.

10.12 Two 4" LED lights with swivel mount shall be provided at the rear of the apparatus, one on each side. One light shall be furnished with a 160,000-candle power LED spot bulb and the other will be furnished with a 6,000-candle power LED flood bulb. The lights shall activate with reverse lights during backing.

Two Additional LED lights shall be mounted so that they illuminate the side of the apparatus body. (For tank deployment)

The compartment lights shall be integrated with the light actuation with the door opening.

10.13 AIR HORN SYSTEM:

Two Grover air horns shall be provided and located, one on each side of the hood. The horn system shall be piped to the air brake system wet tank utilizing .38" tubing. A pressure protection valve shall be installed in-line to prevent loss of air, in the air brake system.

AIR HORN CONTROL:

One (1) selector switch shall be provided on the cab's dash that will allow the chassis steering wheel horn button to activate either the electric traffic horn or air horn system. One (1) switch shall be installed to activate the air horn system on the officer's side of the cab.

10.14 EMERGENCY SCENE LIGHTING LED:

Three (3) FRC Evolution or similar LED 12 Volt scene lighting shall be supplied. They shall be mounted in the following locations:

Front Brow of Cab

One (1) Fire Research Evolution LED model FCA800-V15 contour roof mount light shall be installed. The mounting brackets shall attach to the bottom of the lamphead and be machined

to conform to the roof radius. Wiring shall extend from a weatherproof strain relief at the rear of the lamphead. The lamphead shall have eight (8) ultra-bright white LEDs. It shall operate at 12/24 volts DC, draw 13/6.5 amps, and generate 15,000 lumens. The lamphead shall direct 50 percent of the light onto the action area while providing 50 percent to illuminate the working area. The lamphead shall incorporate heat-dissipating fins and be no more than 4" high by 11 1/2" wide. The lamphead and mounting arm shall be powder coated white. The floodlight shall be for fire service use.

Front Pump Module Corners One (1) Each Side

Two (2) Fire Research Evolution LED model FCA530-V15 side mount push up telescopic light shall be installed. The lamphead shall have eight (8) ultra-bright white LEDs. It shall operate at 12/24 volts DC, draw 13/6.5 amps, and generate 15,000 lumens. The lamphead shall direct 50 percent of the light onto the action area while providing 50 percent to illuminate the working area. The lamphead angle of elevation shall be adjustable at a pivot in the mounting arm and the position locked with a round knurled locking knob. The lamphead shall incorporate heat-dissipating fins.

Section 11: Painting, Lettering, Striping, and Signs

11.01 PAINT: The chassis shall be painted at the commercial chassis supplier two tone. The colors shall be:

Top MED SLATE GRAY MET ELITE BC #B8128EB

Bottom VERMILLION RED #B9790EB

***VERIFY PAINT COLOR NUMBERS WITH CUSTOMER BEFORE APPLICATION OF PAINT.

The paint break top color shall be a straight horizontal line below cab side windows. The color shall be restricted to the cab and not continue on the hood. The exterior body painting finish shall match the lower chassis color and be as follows:

Sealer Primer Coat - minimum two-component sealer primer coat shall be applied.

Topcoat Paint – minimum two coats of an automotive grade, two-component acrylic urethane paint, shall also be applied. All removable items such as brackets, compartment doors, door hinges, trim, etc. shall be removed and painted separately to insure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly shall be finish painted before assembly. Prior to reassembly and reinstallation of lights, handrails, door hardware and any miscellaneous body items, an isolation tape or gasket material must be used to prevent damage to the finish painted surfaces (no exceptions). A nylon washer shall be installed under each acorn nut or metal screw that is fastened directly to a painted body surface.

11.02 REFLECTIVE STRIPES:

A combination of three reflective stripes to be a total of 8" wide. The stripes shall be 1" gold, 6" black, and 1" gold with no gaps. Communicate with customer before application of striping.

11.03 "Z" JOG IN REFLECTIVE STRIPE:

Communicate with customer before application of striping.

11.04 CHEVRON/INVERTED "V" STRIPING ON REAR BULKHEADS:

There shall be alternating chevron striping in conformance with NFPA 1901 located on the rear bulkheads and front bumper. The striping shall consist of the following colors:

- The first color shall be Reflexite V98 Conformable Prismatic Chevron Striping yellow/fluorescent lime reflective.
- The second color shall be Reflexite V98 Conformable Prismatic Chevron Striping red reflective.
- The size of the striping width shall be 4.00".
- The reflective bands provided on the cab face shall be below the front grille on the front bumper.

11.05 REFLECTIVE STRIPE, CAB DOORS:

A reflective stripe shall be provided on the interior of each cab door. This stripe shall be a minimum of 96 in sq. and shall meet the NFPA 1901 requirement.

11.06 Custom Door Decal will be provided by the agency.

Truck unit number decal, the truck unit number: one (1) each on both left and right side of apparatus and on the rear. Color to match all other wording.

11.07 All fluid labeling, truck information, passenger information is to be NFPA or DOT compliant

Section 12: Mud Flaps

12.01 There shall be (2) mud flaps installed on the rear of the apparatus behind the rear wheels

Section 13: Pump & Plumbing

13.01 SINGLE STAGE PUMP

The centrifugal type fire pump shall be a Darley model HM or equivalent with a rated capacity of 500 GPM. The pump shall meet NFPA 1901 requirements.

Power to drive the pump shall be provided by the same engine used to propel the apparatus. The pump shall be midship mounted and designed to operate through a hot-shift transmission PTO. The pump is to be placed in gear from the chassis cab with a pump shift mechanism that is clearly labeled.

Seal rings shall be renewable, double labyrinth, wrap around bronze type. PUMP SHAFT

13.02 DRIVELINE INSTALLATION

The pump drivelines shall be sized for intended application and torque requirements. The installation shall comply with driveline manufacturer's guidelines.

13.03 MANUALS

Two (2) manuals covering the fire pump transmission and fire pump shall be provided with the apparatus. 500 GPM FIRE PUMP SPECIFICATIONS

13.04 The pump shall be certified to meet the following deliveries:

500 GPM @ 150 PSI 500 GPM @ 165 PSI 350 GPM @ 200 PSI 250 GPM @ 250 PSI
LEFT SIDE -- 4" UNGATED INTAKE

One (1) 4" ungated suction intake shall be installed on the left side pump panel to supply the fire pump from an external water supply. The threads shall be 4" NST male threads.

The intake shall be provided with a removable screen.

One (1) 4" chrome plated cap shall be provided. The threads shall be NST and the cap shall be equipped long handles.

13.05 PTO PUMP SHIFT SPECIFICATIONS

An electric powered PTO pump shift shall be installed in the cab driver's area where not subject to accidental engagement. The pump shift system shall permit stationary pumping operations.

13.06 The following indicator lights shall be included with pump shift.

- A green indicator light, labeled "PUMP ENGAGED" shall indicate pump shift has successfully been completed.
- A green indicator light, labeled "OK TO PUMP" shall indicate the chassis transmission is in proper gear and parking brake is engaged.
- Pump shift and interlocks shall comply with applicable sections of NFPA standards.
- The pump shift shall have an instruction label and nameplate to indicate proper pump shift instructions. PRESSURE GOVERNOR AND ENGINE-PUMP MONITORING

13.07 One (1) Fire Research InControl series TGA300 pressure governor and monitoring display.

13.08 The following continuous displays shall be provided:

- Pump discharge; shown with four daylight bright LED digits more than 1/2" high
- Pump Intake; shown with four daylight bright LED digits more than 1/2" high
- Pressure / RPM setting; shown on a dot matrix message display
- Pressure and RPM operating mode LEDs
- Throttle ready LED
- Engine RPM; shown with four daylight bright LED digits more than 1/2" high
- Check engine and stop engine warning LEDs
- Oil pressure; shown on a dual color (green/red) LED bar graph display
- Engine coolant temperature; shown on a dual color (green/red) LED bar graph display
- Transmission Temperature; shown on a dual color (green/red) LED bar graph display
- Battery voltage; shown on a dual color (green/red) LED bar graph display.

13.09 The message display shall show diagnostic and warning messages as they occur. It shall show monitored apparatus information, stored data, and program options when selected by the operator. All LED intensity shall be automatically adjusted for day and night time operation.

13.10 The program shall store the accumulated operating hours for the pump and engine to be displayed with the push of a button. It shall monitor inputs and support audible and visual warning alarms for the following conditions:

- High Battery Voltage
- Low Battery Voltage (Engine Off)
- Low Battery Voltage (Engine Running)
- High Transmission Temperature
- Low Engine Oil Pressure
- High Engine Coolant Temperature
- Out of Water (visual alarm only)
- No Engine Response (visual alarm only).

- 13.11 The program features shall be accessed via push buttons located on the front of the control panel. There shall be an USB port located at the rear of the control module to upload future firmware enhancements.
- 13.12 Inputs to the control panel from the pump discharge and intake pressure sensors shall be electrical. The discharge pressure display shall show pressures from 0 to 600 psi. The intake pressure display shall show pressures from -30 in. Hg to 600 psi.
- 13.13 The governor shall operate in two control modes, pressure and RPM. No discharge pressure or engine RPM variation shall occur when switching between modes. A throttle ready LED shall light when the interlock signal is recognized. The governor shall start in pressure mode and set the engine RPM to idle. In pressure mode, the governor shall automatically regulate the discharge pressure at the level set by the operator. In RPM mode, the governor shall maintain the engine RPM at the level set by the operator except in the event of a discharge pressure increase. The governor shall limit a discharge pressure increase in RPM mode to a maximum of 30 psi. Other safety features shall include recognition of no water conditions with an automatic programmed response and a push button to return the engine to idle.

The pressure governor, monitoring and master pressure display shall be programmed to interface with a specific engine.

13.14 PRIMER – AUTOMATIC

An automatic fire pump priming system shall be provided and installed. The system shall be oil-less type and environmentally safe. Once engaged, the system shall be fully automatic and not require any action from the pump operator/engineer when pump draft is lost. This feature provides an additional safety margin by maintaining pump flow from the available water source automatically during drafting operations. When air is introduced during a drafting operation from conditions such as whirlpools or turbulence from porta-tank refill operations, the priming system shall automatically engage to remove the air and stabilize water flow and pump pressure. For additional safety, the entire system shall operate at less than 70dBA of ambient noise.

The priming system shall engage automatically whenever the pump discharge falls below five (5) psi and shall remain engaged until a pump prime has been achieved. The priming system shall automatically disengage when a positive pump discharge pressure has been established. The electrical current draw from the chassis batteries shall not exceed four (4) amps at any given time of operation and allow for unlimited run time without causing an overheat condition for of any of the system components.

A single engagement switch shall be provided on the pump control panel that will allow the operator to engage the automatic pump priming system. There shall be a light provided on the pump control panel to indicate when the system is engaged. The pump shall be capable of taking suction and discharging water with a lift of 10 feet in not more than 30 seconds with the pump dry, through 20 feet of suction hose of appropriate size. The priming system shall comply with applicable sections of NFPA standards.

13.15 PRIMER CONTROL

A rocker switch control shall be provided on the pump operator's panel, for the main pump primer control. PUMP PLUMBING SYSTEM

The fire pump plumbing system shall be of rigid stainless steel piping or flexible piping with stainless steel fittings. Victaulic couplings shall be installed to permit flexing of the plumbing system and allow for quick removal of piping or valves for service. Flexible hose couplings shall be threaded stainless steel or Victaulic connections.

The fire pump and plumbing shall be hydrostatically tested in compliance to applicable sections of NFPA standards, with test results submit with the delivery documentation.

13.16 STAINLESS STEEL INTAKE MANIFOLD

The suction manifold assembly shall be fabricated with Schedule #10 type 304 stainless steel. All threaded fittings shall be a minimum of Schedule 10 stainless steel. The suction manifold assembly shall have radiused sweep elbows to minimize water turbulence into the suction volute. The suction manifold shall be welded and pressure tested prior to installation. The stainless steel manifold assembly shall be attached to the pump intake volute with a heavy-duty, flexible Victaulic coupling.

The stainless steel manifold assembly shall have a ten (10) year warranty. STAINLESS STEEL DISCHARGE MANIFOLD

The discharge manifold assembly shall be fabricated with minimum of Schedule #10 Type 304 stainless steel. All threaded fittings shall be a minimum of Schedule #40 stainless steel. The discharge manifold assembly shall have radiused sweep elbows to minimize water turbulence. The manifold shall be welded and pressure tested prior to installation. The stainless steel manifold inlet shall be attached to the pump discharge and have additional brackets as required to support the discharge manifold, valves and related components.

The stainless steel manifold assembly shall have a ten (10) year warranty. PUMP ANODES

There shall be sacrificial, zinc anodes in the pump steamer ports which shall protect the pump and piping from electrolysis. These anodes shall also act as screens.

13.17 FIRE PUMP MASTER DRAIN

The fire pump plumbing system and fire pump shall be piped to a single push-pull type master pump drain assembly.

13.18 ADDITIONAL LOW POINT DRAINS

The plumbing system shall be equipped with additional low point manually operated drain valves to allow total draining of the fire pump plumbing system. These valves shall be accessible from the side of the vehicle and labeled.

13.19 HOSE THREADS

The hose threads shall be National Standard Thread (NST) on all base threads on the apparatus intakes and discharges.

13.20 WATER TANK TO PUMP LINE

One (1) 3" water tank to fire pump line shall be provided with a full flow quarter turn ball valve, 3" piping, and with flex hose and stainless steel hose clamps. The tank to pump line shall be equipped with a check valve to prevent pressurization of the water tank.

The line shall be flow tested during the fire pump testing and shall meet applicable requirements of NFPA standards.

The valve shall be equipped with one (1) manually operated pull rod, with quarter turn locking feature. The handle shall be equipped with a color-coded nameplate.

The valve shall be an Akron 8000 Series three-inch (3") valve with a stainless ball.

The valve shall be equipped with one (1) manually operated pull rod, with quarter turn locking feature. The handle shall be equipped with a color-coded nameplate.

13.21 FIRE PUMP TO WATER TANK FILL LINE

One (1) 2" fire pump to water tank refill and pump bypass cooler line shall be provided.

The valve shall be a full flow quarter turn ball valve with 2" piping and flex hose to tank.

The valve control handle shall have a nameplate located near the valve control.

One (1) manually operated pull rod, with quarter turn valve, with locking feature shall be provided on the specified discharge. The handle shall be equipped with a color-coded nameplate label.

The specified valve shall be a two-inch (2") valve with a stainless ball.

13.22 MIDSHIP FIRE PUMP DRIVESHAFTS AND INSTALLATION

The midship PTO fire pump shall be installed and shall include installation of the fire pump, modification and/or fabrication of new drivelines and all pump-mounting brackets. The PTO drive shaft(s) shall be spin balanced prior to final installation.

13.23 FACTORY FIRE PUMP TEST

The fire pump shall undergo factory pump certification tests per applicable sections of NFPA standards, prior to delivery of the completed apparatus.

The factory pump-testing certificate shall be furnished with the apparatus on delivery.

13.24 FIRE PUMP COOLING

The fire pump shall be equipped with 3/8" cooling line from the pump to the water tank. This re-circulation line shall be controlled by a pump panel control valve with nameplate label noting it as the "fire pump bypass cooler". There shall be a check valve installed in the pump cooler line to prevent tank water from back flowing into the pump when it is not in use.

13.25 CHASSIS ENGINE HEAT EXCHANGER COOLING SYSTEM

The apparatus shall be equipped with a heat exchanger for supplementary chassis engine cooling during fire pump operations. A manually opened valve, mounted at the operator's panel, shall direct water from the fire pump to the heat exchanger that is mounted in the engine radiator cooling hose. The system shall provide cooling water

from the fire pump to circulate around the engine radiator coolant without mixing or coming in direct contact with the engine coolant. The unit shall be installed by the chassis manufacturer and connected to the plumbing system by the fire apparatus manufacturer.

- 13.26 A nameplate label shall be installed on the pump panel noting "engine cooling system" with "on-off" opening directions noted.
- 13.27 LEFT SIDE PUMP PANEL -- 2-1/2" DISCHARGE
- One (1) 2-1/2" discharge shall be installed on the left side pump panel area and shall be controlled by a quarter-turn ball valve. The discharge shall have 2-1/2" NST male hose threads and a chrome plated elbow with rocker lugs with 2-1/2" NST swivel female x 2-1/2" NST male hose threads. A color coded nameplate label shall be provided adjacent the control handle.
- An Innovative Controls 3/4" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced Teflon seals, and blowout proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a recessed ID label provision. The handle shall lift, to open and push down, to close.
- One (1) chrome plated elbow with rocker lugs shall be provided with 2-1/2" NST swivel female x 2-1/2" NST male hose threads.
- One (1) 2-1/2" NST rocker lug chrome plated vented cap and cable or chain securement shall be provided. One (1) manually operated pull rod, with quarter turn valve, with locking feature shall be provided on the specified discharge. The handle shall be equipped with a color-coded nameplate label.
- The specified valve shall be a two and one half-inch (2-1/2") valve with a stainless ball.
- One (1) 2-1/2" discharge pressure gauge (0-400 PSI) shall be provided. The face of the gauge shall be a WHITE dial with black letters. The gauges will be located on the pump instrument panel.
- 13.28 RIGHT SIDE PUMP PANEL -- 2-1/2" DISCHARGE
- One (1) 2-1/2" discharge shall be installed on the right side pump panel area and shall be controlled by a quarter-turn ball valve. The outlet shall have 2-1/2" NH male hose threads. A chrome plated elbow with rocker lugs shall be provided with 2-1/2" NST swivel female x 2-1/2" NH male hose threads. A color-coded nameplate label shall be provided adjacent the control handle.
- An Innovative Controls 3/4" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced Teflon seals, and blowout proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a recessed ID label provision. The handle shall lift, to open and push down, to close.
- One (1) chrome plated elbow with rocker lugs shall be provided with 2-1/2" NST swivel female x 2-1/2" NST male hose threads.
- One (1) 2-1/2" NST rocker lug chrome plated vented cap and cable or chain securement shall be provided. One (1) manually operated pull rod, with quarter turn valve, with locking feature shall be provided on the specified discharge. The handle shall be equipped with a color-coded nameplate label.
- The specified valve shall be a two and one half-inch (2-1/2") valve with a stainless ball.
- One (1) 2-1/2" discharge pressure gauge (0-400 PSI) shall be provided. The face of the gauge shall be a WHITE dial with black letters. The gauges will be located on the pump

instrument panel.

13.29 SIDE MOUNT PUMP PANEL

All pump suction and discharge controls are to be mounted on the driver side pump operator's panel to permit operation of the pump from a central location. The control panel shall be located in front of the left side lower compartment of the apparatus. Panel shall house pressure gauge and controls for the pump, including throttle. Panel shall have an anodized aluminum shield with adequate illumination for nighttime operation. The lights shall be controlled by the operator's panel light switch. The valve controls shall be neatly arranged for access and visibility. All controls shall be clearly marked with permanent type labels and color-coded. The electrical wiring and all gauge lines shall be properly tie wrapped to prevent kinking or cutting of the lines.

13.30 The following controls and equipment shall be provided on the pump panel:

- Electric primer.
- Pump and plumbing area service lights.
- Pressure control device and throttle control.
- Fire pump and engine instruments.
- Pump intakes and discharge controls.
- Master intake and discharge gauges.
- Tank fill control.
- Tank suction control.
- Water tank level gauge.
- Pump panel lights.

13.31 LEFT SIDE PUMP PANEL -- BOLTED

The pump panel installed on the left hand side of the pump enclosure shall be fastened to the pump enclosure with stainless steel bolts.

13.32 LABELS

Safety, information, data, and instruction labels for apparatus shall be provided and installed at the operator's instrument panel.

The labels shall include rated capacities, pressure ratings, and engine speeds as determined by the certification tests. The no-load governed speed of the engine, as stated by the engine manufacturer, shall also be included.

The labels shall be provided with all information and be attached to the apparatus prior to delivery.

13.33 COLOR CODED PUMP PANEL LABELING AND NAMEPLATES

Discharge and intake valve controls shall be color coded in compliance to guidelines of applicable sections of NFPA standards.

Permanent type nameplates and instruction panels shall be installed on the pump panel for safe operation of the pumping equipment and controls.

13.34 MIDSHIP PUMP PANEL LIGHTS -- LEFT SIDE

Three (3) Techiq E10-W0001-1 or equal LED lights with clear lenses shall be installed under an instrument panel light hood on the left side pump panel. The lights shall be controlled by a switch located on the operator's instrument panel.

13.35 PUMP PANEL LIGHTS

One (1) of the pump panel lights shall be illuminated at the time the fire pump is engaged into operation. The remaining lights shall be controlled by a switch located on the operator's instrument panel.

13.36 TEST TAPS

Test taps for pump intake and pump pressure shall be provided on the pump instrument panel and be properly labeled.

Section 14: Hose Trays, Cross Lays, Booster Reel, & Pre-Connects

14.00 Any hose trays or cross lays shall have a minimum of two aluminum dividers. These can be located above pump compartment or above booster tank.

14.01 Preconnect, (1) 1.5" preconnect shall be located above pump compartment, above booster tank, or any other designed location specific to vendor chassis design.

14.02 Tray for storage of 300' of 3" shall be located above pump compartment, above booster tank, or any other designed location specific to vendor chassis design

14.02 Hose bed cover, there will be a hose bed cover supplied as per NFPA.

Section 15: Chassis Accessories

15.00 Hub and lug nut covers, there shall be stainless steel hub and lug nut covers installed on front and rear wheels of tandem rear axle chassis.

15.01 Wheel chocks, there shall be two(2) wheel chocks with holders installed, under the body on the driver's side of the apparatus.

15.02 On-Board Battery Conditioner and Air Compressor, a Kussmaul Pump Plus 1200 (091-9-1200-s-kit) battery charger and air system shall be installed.

The 120-volt compressor shall be designed to maintain the air pressure in the chassis brake system whenever the pressure drops below a predetermined level.

The battery conditioner shall be supplied from the 120 volt shore power receptacle and be fully automatic high output charging system. The unit shall be mounted in a clean dry area and will be accessible for service and or maintenance.

15.03 Center Console, There shall be a poly or aluminum console located between the drivers and passengers seat in the truck cab. The console shall have space for siren, switches, and other accessories. The console shall installed forward of the cab so bunker coats and helmets can be stowed behind it.

15.04 Heat exchanger, there shall be a heat exchanger installed that shall permit the use of the water from the pump to cool the engine. The cooling will be done without mixing the engine antifreeze and the pump water.

Section 16: Chassis

16.01 The truck chassis shall be equipped as to be NFPA 1901 compliant

16.02 The truck shall be of appropriate axle GVW for a tanker size proposed.

16.03 The truck shall have a diesel engine minimum torque to weight ratio 1:50

16.04 The truck shall be an automatic transmission, EVS 4000 or equivalent.

16.05 FREIGHTLINER M2 CONVENTIONAL CHASSIS or equivalent

Truck shall have the following features:

Engine brake

Air conditioning

Electric heated mirrors

Air ride driver's seat

360-degree view camera system with minimum four (4) inch display

Chassis to be up-fitted with emergency response package



Please allow us to share with you a brief summary of the history and condition of Rosenbauer South Dakota, LLC, formerly known as Central States Fire Apparatus, LLC. Rosenbauer South Dakota, LLC is a Rosenbauer America Company.

Rosenbauer South Dakota, LLC, an ISO 9001 compliant company, is located in Lyons, S.D., where it manufactures a complete line of fire apparatus including pumpers, tankers, rescue units, etc. The company operates in modern facilities consisting of 177,500 sq.ft., which features computer controlled fabricating equipment, down-draft paint booths and the latest 3D design software. Rosenbauer South Dakota has recently added a 1.3 million dollar laser machine with automated material handling capabilities. Rosenbauer South Dakota has also recently undergone a 22,500 sq. ft. expansion to its production facilities. Production currently averages over fifty (50) units per month.

Rosenbauer South Dakota, LLC began manufacturing fire apparatus in South Dakota in 1979. The company specializes in extruded aluminum construction that has been field proven for over thirty five years.

In view of the changes that our industry has gone through over the years, we felt it was important to take advantage of economies of scale, yet be aligned with an organization that is 100% committed to the fire service. Thus, on 5-1-98, the company then known as Central States Fire Apparatus formed a partnership with Rosenbauer, International of Leonding Austria. Subsequently, the South Dakota company became known as Rosenbauer South Dakota and has continued to look forward to the opportunity of expanded growth in the domestic and international markets.

Rosenbauer South Dakota is a profitable, financially secure company, and is listed and rated by Dun & Bradstreet. For your convenience, Rosenbauer South Dakota's Duns number is 10-229-2117. Rosenbauer South Dakota's Bank is Great Western Bank in Sioux Falls, SD. The contact person at the bank is Mr. Terry Cleberg. Rosenbauer South Dakota's Federal ID# is 46-0448012.

Thank you for considering a Rosenbauer unit. We at Rosenbauer are committed to providing you with a quality built apparatus from Rosenbauer.

Feel free to contact us with any questions or concerns you may have regarding our proposal for fire apparatus.

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2-18-20

DEVIATIONS

The following deviations have been taken:

Section 10: Side Zone Lower Warning Lights:

Due to the length of the vehicle, we have selected to use Whelen M2 wide angle LED warning lights (in place of the 500 series) for the mid-body and lower rear side corners warning lights in order to meet NFPA 1901 requirements.

Section 11:

No reflective lettering is listed in the County's published specifications. We have included reflective lettering in our bid which matches the lettering on existing County apparatus.

We have included reflective red/yellow chevrons on the inner cab door panels.

Section 13.04:

No gated 2.5" auxiliary suction intake was listed on the County's specifications. We have an included one (1) left side gated 2.5" suction intake in our bid.

Section 13.34:

There is no pump compartment light listed in the County's published specifications. In order to meet NFPA 1901 we have included one (1) 12volt LED pump compartment light with integral switch in our bid.

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S P E C I F I C A T I O N P R O P O S A L

Description	Weight Front	Weight Rear
Price Level		
M2 PRL-20M (EFF:04/30/19)		
Data Version		
SPECPRO21 DATA RELEASE VER 002		
Vehicle Configuration		
M2 112 CONVENTIONAL CHASSIS	8,244	6,126
2021 MODEL YEAR SPECIFIED		
SET BACK AXLE - TRUCK		
STRAIGHT TRUCK PROVISION		
LH PRIMARY STEERING LOCATION		
General Service		
TRUCK CONFIGURATION		
DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
FIRE SERVICE		
EMERGENCY VEHICLES BUSINESS SEGMENT		
LIQUID BULK COMMODITY		
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
MAXIMUM 8% EXPECTED GRADE		
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
FREIGHTLINER LEVEL II WARRANTY		
EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs		
EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		
EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 56000.0 lbs		

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Description	Weight Front	Weight Rear
Truck Service		
FIRE TANK/PUMPER - MAIN DRIVELINE DRIVEN SPLIT-SHAFT PTO/PUMP ROSENBAUER EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine		
CUM L9 400EV HP @ 2100 RPM; 2200 GOV RPM, 1250 LB/FT @ 1400 RPM, RV/FIRE/EM	-850	-70
Electronic Parameters		
60 MPH ROAD SPEED LIMIT CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT PTO MODE ENGINE RPM LIMIT - 1100 RPM PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED PTO RPM WITH CRUISE SET SWITCH - 700 RPM PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM PTO MODE CANCEL VEHICLE SPEED - 5 MPH PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY PTO MINIMUM RPM - 700 REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment		
2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION 2008 CARB EMISSION CERTIFICATION - EXEMPTED VEHICLE; NO CLEAN IDLE LABEL REQUIRED STANDARD OIL PAN ENGINE MOUNTED OIL CHECK AND FILL ONE PIECE VALVE COVER SIDE OF HOOD AIR INTAKE WITH NFPA COMPLIANT EMBER SCREEN AND FIRE RETARDANT DONALDSON AIR CLEANER DR 12V 300 AMP 40-SI BRUSHLESS PAD MOUNT ALTERNATOR WITH REMOTE BATTERY VOLTAGE SENSE		

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Description	Weight Front	Weight Rear
(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	-40	-10
BATTERY BOX FRAME MOUNTED		
STANDARD BATTERY JUMPERS		
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
NON-POLISHED BATTERY BOX COVER		
NO CAB AUXILIARY POWER WIRING		
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL Safety VALVE		
STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
AIR COMPRESSOR DISCHARGE LINE		
GVG, FIRE AND EMERGENCY SERVICE VEHICLES ENGINE WARNING		
C-BRAKE BY JACOBS WITH LOW/OFF/HIGH BRAKING DASH SWITCH, ACTIVATES STOP LAMPS	80	
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE EXITING FORWARD OF REAR TIRES	10	5
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND DASH MOUNTED SINGLE REGENERATION REQUEST/INHIBIT SWITCH		
STANDARD EXHAUST SYSTEM LENGTH		
RH HORIZONTAL TAILPIPE, EXIT FORWARD OF REAR TIRES AT 90 DEGREES	20	20
6 GALLON DIESEL EXHAUST FLUID TANK		
100 PERCENT DIESEL EXHAUST FLUID FILL		
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
STANDARD DIESEL EXHAUST FLUID TANK CAP		
HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE		
AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		

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Description	Weight Front	Weight Rear
CUMMINS SPIN ON FUEL FILTER		
COMBINATION FULL FLOW/BYPASS OIL FILTER		
1300 SQUARE INCH ALUMINUM RADIATOR	-20	
ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT		
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
AUXILIARY ENGINE COOLING USING WATER FROM FIRE PUMP	10	
ALUMINUM FLYWHEEL HOUSING		
ELECTRIC GRID AIR INTAKE WARMER		
DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH	-10	

Transmission

ALLISON 4000 EVS AUTOMATIC TRANSMISSION WITH PTO PROVISION	210	60
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Transmission Equipment

ALLISON VOCATIONAL PACKAGE 198 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL EVS

ALLISON VOCATIONAL RATING FOR FIRE TRUCK/EMERGENCY VEHICLE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES

PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

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Description	Weight Front	Weight Rear
ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT END OF FRAME		
ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
(2) CUSTOMER INSTALLED MUNCIE CS10 SERIES PTO'S		
PTO MOUNTING, LH SIDE AND TOP RH SIDE OF MAIN TRANSMISSION		
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
PUSH BUTTON ELECTRONIC SHIFT CONTROL DASH MOUNTED IN RG PANEL WITH NO SWITCHES OR GAUGES MOUNTED ABOVE SHIFTER		
TRANSMISSION PROGNOSTICS - ENABLED 2013		
WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	15	
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment		
DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190	
MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
FIRE AND EMERGENCY SEVERE SERVICE, NON-ASBESTOS FRONT LINING		
CAST IRON OUTBOARD FRONT BRAKE DRUMS		
FRONT OIL SEALS		
VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
STANDARD SPINDLE NUTS FOR ALL AXLES		
MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
TRW TAS-85 POWER STEERING	40	

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Description	Weight Front	Weight Rear
POWER STEERING PUMP 2 QUART SEE THROUGH POWER STEERING RESERVOIR ORGANIC SAE 80/90 FRONT AXLE LUBE		
Front Suspension		
16,000# TAPERLEAF FRONT SUSPENSION	200	
MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION FRONT SHOCK ABSORBERS		
Rear Axle and Equipment		
MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE 6.14 REAR AXLE RATIO IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		-40
MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES (1) INTERAXLE LOCK VALVE FOR TANDEM OR TRIDEM DRIVE AXLES BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF	55	55
MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES FIRE AND EMERGENCY SEVERE SERVICE NON-ASBESTOS REAR BRAKE LINING STANDARD BRAKE CHAMBER LOCATION CAST IRON OUTBOARD REAR BRAKE DRUMS REAR OIL SEALS HALDEX GOLDSEAL LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS HALDEX AUTOMATIC REAR SLACK ADJUSTERS ORGANIC SAE 80/90 REAR AXLE LUBE		20
Rear Suspension		
40,000# 4-SPRING FLAT LEAF REAR SUSPENSION SPRING SUSPENSION - NO AXLE SPACERS STANDARD AXLE SEATS IN AXLE CLAMP GROUP 52 INCH AXLE SPACING		20

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Description	Weight Front	Weight Rear
HEAVY DUTY FORE/AFT CONTROL RODS		
Brake System		
AIR BRAKE PACKAGE		
WABCO 4S/4M ABS WITH TRACTION CONTROL, WITH ATC OFF-ROAD SWITCH		
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
FIBER BRAID PARKING BRAKE HOSE		
STANDARD BRAKE SYSTEM VALVES		
STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
STD U.S. FRONT BRAKE VALVE		
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
AIR DRYER MOUNTED INBOARD ON LH RAIL		
STEEL AIR TANKS MOUNTED AFT INSIDE AND/OR BELOW FRAME JUST FORWARD OF REAR SUSPENSION, NO TRIPLE OR TORPEDO TANKS		
CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)		
Trailer Connections		
UPGRADED CHASSIS MULTIPLEXING UNIT		
UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame		
5275MM (208 INCH) WHEELBASE		
11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	110	60
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	190	380
2150MM (85 INCH) REAR FRAME OVERHANG		
FRAME OVERHANG RANGE: 81 INCH TO 90 INCH	-40	190
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 142.13 in		
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 139.13 in		
CALC'D FRAME LENGTH - OVERALL : 322.4		
CALCULATED FRAME SPACE LH SIDE : 84.06 in		

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Description	Weight Front	Weight Rear
CALCULATED FRAME SPACE RH SIDE : 196.98 in		
CALC'D SPACE AVAILABLE FOR DECKPLATE : 142.45 in		
SQUARE END OF FRAME		
FRONT CLOSING CROSSMEMBER		
STANDARD WEIGHT ENGINE CROSSMEMBER		
STANDARD CROSSMEMBER BACK OF TRANSMISSION		
STANDARD MIDSHIP #1 CROSSMEMBER(S)		
STANDARD REARMOST CROSSMEMBER		
STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment		
THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS		
REMOVABLE FRONT TOW HOOKS STORED ON THE CHASSIS FRAME	25	
BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
TANK BODY 1501 TO 3000 GALLONS		
Fuel Tanks		
50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	-10	
RECTANGULAR FUEL TANK(S)		
POLISHING OF FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
FUEL TANK(S) FORWARD		
PLAIN STEP FINISH		
FUEL TANK CAP(S)		
DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	10	
EQUIFLO INBOARD FUEL SYSTEM		
NO NATURAL GAS VEHICLE FUEL TANK VENT LINE/STACK		
HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
FUEL COOLER MOUNTED LEFT HAND IN RAIL	10	
Tires		

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Description	Weight Front	Weight Rear
MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
MICHELIN XDN2 11R22.5 14 PLY RADIAL REAR TIRES		144
Hubs		
CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels		
ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
ACCURIDE 51487 ACCU-LITE 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS		
NO FRONT AXLE WHEEL/HUB COVER		
FRONT WHEEL MOUNTING NUTS		
REAR WHEEL MOUNTING NUTS		
Cab Exterior		
112 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
AIR CAB MOUNTING		
BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10	
LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
HOOD MOUNTED CHROMED PLASTIC GRILLE		
CHROME HOOD MOUNTED AIR INTAKE GRILLE		
FIBERGLASS HOOD		
SINGLE ELECTRIC HORN		
ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1031		
KEY QUANTITY OF 2		
REAR LICENSE PLATE MOUNT END OF FRAME		
INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
LED AERODYNAMIC MARKER LIGHTS		
DAYTIME RUNNING LIGHTS		
OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING WITH SEPARATE STOP/TURN WIRES TO 4 FEET BEYOND END OF FRAME		-5
STANDARD FRONT TURN SIGNAL LAMPS		

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Description	Weight Front	Weight Rear
AUTOMATIC ON/OFF, ENGINE COMPARTMENT, HOOD ACTIVATED WORK LIGHT WITH MANUAL OVERRIDE	1	
DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
DOOR MOUNTED MIRRORS		
102 INCH EQUIPMENT WIDTH		
LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
STANDARD SIDE/REAR REFLECTORS		
ELECTRIC HORN WARNING SYSTEM FOR PARK BRAKE NOT SET WITH DOOR OPEN AND ALL IGNITION KEY POSITIONS		
63X14 INCH TINTED REAR WINDOW		
TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
MANUAL DOOR WINDOW REGULATORS		
TINTED WINDSHIELD		
2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior		
OPAL GRAY VINYL INTERIOR		
MOLDED PLASTIC DOOR PANEL		
MOLDED PLASTIC DOOR PANEL		
BLACK MATS WITH SINGLE INSULATION		
NO DASH MOUNTED ASH TRAYS AND LIGHTER		
FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
IN DASH STORAGE BIN		
(2) CUP HOLDERS LH AND RH DASH		
GRAY/CHARCOAL FLAT DASH		
SMART SWITCH EXPANSION MODULE		
5 LB. FIRE EXTINGUISHER	10	
HEATER, DEFROSTER AND AIR CONDITIONER		
STANDARD HVAC DUCTING		
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
STANDARD HEATER PLUMBING		
VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		

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Description	Weight Front	Weight Rear
BINARY CONTROL, R-134A		
PREMIUM INSULATION		
SOLID-STATE CIRCUIT PROTECTION AND FUSES		
12V NEGATIVE GROUND ELECTRICAL SYSTEM		
DOMED DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
(1) 12V POWER SUPPLY (1) DUAL 2.1 AMP USB CHARGER IN DASH		
TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB	10	
SEATS INC 911 UNIVERSAL SERIES HIGH BACK AIR SUSPENSION DRIVER SEAT WITH NFPA 1901-2009/2016 COMPLIANT SEAT SENSOR	50	
SEATS INC 911 UNIVERSAL SERIES HIGH BACK NON SUSPENSION PASSENGER SEAT WITH UNDERSEAT STORAGE AND NFPA 1901-2009/2016 COMPLIANT SEAT SENSOR	25	10
LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
NFPA 1901-2009 HIGH VISIBILITY ORANGE SEAT BELTS		
FIXED STEERING COLUMN		
4-SPOKE 18 INCH (450MM) STEERING WHEEL		
DRIVER AND PASSENGER INTERIOR SUN VISORS		
NO ENTRY/ACCESS/STEP WIRING		

Instruments & Controls

GRAY DRIVER INSTRUMENT PANEL
 GRAY CENTER INSTRUMENT PANEL
 ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS
 BLACK GAUGE BEZELS
 LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
 2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
 ENGINE COMPARTMENT MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS, WITH WARNING LIGHT IN DASH

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Description	Weight Front	Weight Rear
ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
2 INCH ELECTRIC FUEL GAUGE		
ENGINE REMOTE INTERFACE NOT CONFIGURED		
ENGINE REMOTE INTERFACE CONNECTOR IN ENGINE COMPARTMENT		
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
ELECTRONIC STABILITY CONTROL		
ELECTRIC ENGINE OIL PRESSURE GAUGE		
OVERHEAD INSTRUMENT PANEL		
POWER AND GROUND STUDS IN/UNDER DASH		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
STANDARD VEHICLE SPEED SENSOR		
ELECTRONIC 3000 RPM TACHOMETER		
IDLE LIMITER, ELECTRONIC ENGINE		
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		

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Description	Weight Front	Weight Rear
INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

PAINT: FTL-EMERGENCY 1 065-370

Color

CAB COLOR A: B8128EY MED SLATE GRAY
 METALLIC
 CAB COLOR B: B9790EY VERMILLION ELITE EY
 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS
 PAINT
 FRONT WHEEL PAINT: B9790EA VERMILLION
 ELITE SS
 REAR WHEEL PAINT: B9790EA VERMILLION
 ELITE SS
 STANDARD E COAT/UNDERCOATING

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES
 CABS AND GLIDER KITS

Secondary Factory Options

NO CUSTOMER FURNISHED MATERIAL
 SPECIFIED

Raw Performance Data

CALC'D FRAME LENGTH - OVERALL : 322.4
 CALCULATED EFFECTIVE BACK OF CAB TO
 REAR SUSPENSION C/L (CA) : 139.13 in
 CALC'D SPACE AVAILABLE FOR DECKPLATE :
 142.45 in

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	8759 lbs	6965 lbs	15724 lbs
Dealer Installed Options	2 lbs	0 lbs	2 lbs
Total Weight⁺	8761 lbs	6965 lbs	15726 lbs

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Dealer Installed Options

	Weight	Weight
	Front	Rear
WELDON VDR AND DISPLAY INSTALLED AT ISTATE TRUCK CENTER	2	0
Total Dealer Installed Options	2 lbs	0 lbs

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

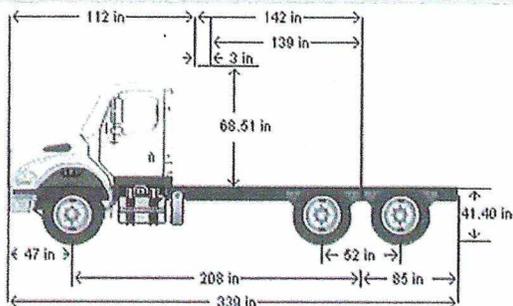
(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model.....	M2112
Wheelbase (545)	5275MM (208 INCH) WHEELBASE
Rear Frame Overhang (552)	2150MM (85 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577).....	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829).....	112 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER/CAB
Exhaust System (016).....	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE EXITING FORWARD OF REAR TIRES

TABLE SUMMARY - DIMENSIONS



[Home](#) / [Trucks](#) / [Vocational](#) / [Fire & Rescue](#)

Fire & Rescue



When the alarm sounds, fire and emergency trucks must be ready to respond. In this line of work, performance and efficiency make all the difference, which is why Freightliner® fire and emergency trucks are engineered to prioritize both.

Choose from front- and rear-engine power take-offs with day-, extended- and crew-cab configurations that feature a variety of seating options, including SCBA provisions and three-point seatbelts. Customers rely on Freightliner

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**TO
SUMTER COUNTY BOARD OF COUNTY
COMMISSIONERS**

**BID SPECIFICATIONS
FOR**

**ROSENBAUER 3000 GALLON TANKER FIRE
APPARATUS WITH 500GPM PUMP**

CHASSIS SPECIFICATIONS: FREIGHTLINER M2 SERIES

A Freightliner M2-112 2-door is provided for this ITB. The factory direct chassis specifications, and all supporting chassis documentation is attached to this specification.

OVERALL HEIGHT

No overall height restrictions have been specified for this apparatus by the Purchaser.

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OVERALL LENGTH

An overall length restriction has not been specified for this apparatus by the Purchaser.

OVERALL WIDTH

No overall width restriction has not been specified for this apparatus by the Purchaser.

WHEELBASE

A wheelbase restriction has not been specified for this apparatus by the Purchaser.

ANGLE OF APPROACH

The angle of approach for the apparatus shall not be less than eight (8) degrees as specified by the current edition of NFPA 1901.

ANGLE OF DEPARTURE

The angle of departure for the apparatus shall not be less than eight (8) degrees as specified by the current edition of NFPA 1901.

NFPA Mobile Water Equipment Allowance 1000#

In compliance with NFPA #1901 standards, the apparatus shall be engineered to provide an allow of 1000 pounds of fire department provided loose equipment.

CONTRACT CHANGE NOTICE

The quoted delivery time of 90 to 120 days after receipt of the freightliner chassis at the factory is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. "Delivery" means the date company is prepared to make physical possession of vehicle available to customer.

The Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the Company's control which make the Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

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After execution and acceptance of this Purchase Process, the Buyer may request that the Company incorporate a change to the Products or the Specifications for the Products by delivering a Change Order to the Company; provided, however, that any such Change Order must be in writing and include a description of the proposed change sufficient to permit the Company to evaluate the feasibility of such Change Order. Within seven (7) working days of receipt of a Change Order, the Company will inform the Buyer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or delivery resulting from such Change Order. The Company shall not be liable to the Buyer for any delay in performance or delivery arising from any such Change Order. Purchase Price may be modified only by mutual written agreement of the Parties because of changes to the Apparatus required or requested by the Buyer during the construction process pursuant to Appendix C, Change Order Policy. Any changes in the Purchase Price resulting from changes to the Apparatus required or requested by the Buyer during the construction process shall be stated in the Change Order signed by both parties. Additional Changes: If various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) require changes to the specification and/or the product that result in a cost increase to comply therewith this cost will be added to the Purchase Price to be paid by the customer.

CENTER OF GRAVITY

The apparatus, prior to acceptance, will be required to meet the vehicle stability of the applicable NFPA Automotive Fire Apparatus Standard.

A calculated center of gravity shall be provided. The calculated or measured center of gravity (CG) shall be no higher than 80-percent of the rear axle track width.

ENGINEERING BLUEPRINTS

ROSENBAUER has submitted "proposal" blueprints which are "representative" of the vehicle being proposed and these have been generated on computer-aided-design (CAD) equipment.

The blueprints are provided as follows:

Sheet No. 1: Left side exterior view
 Right side exterior view
 Rear exterior view

ROSENBAUER shall provide construction drawings for approval prior to actual construction of the vehicle.

The design of the equipment is in accordance with the best engineering practices. The equipment design and accessory installation shall permit accessibility for use, maintenance and service. All components and assemblies shall be free of hazardous protrusions, sharp edges, cracks or other elements, which might cause injury to personnel or equipment.

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All oil, hydraulic, and air tubing lines and electrical wiring shall be located in protective positions properly attached to the frame or body structure and shall have protective loom or grommets at each point where they pass through structural members, except where a through-frame connector is necessary.

Parts and components will be located or positioned for rapid and simple inspection and recognition of excessive wear or potential failure. Whenever functional layout of operating components determines that physical or visual interference between items cannot be avoided, the item predicted to require the most maintenance shall be located for best accessibility.

PRE-CONSTRUCTION CONFERENCE (AT FIRE DEPARTMENT)

A pre-construction conference shall be conducted at the Fire Department Headquarters, at which time all final designs and equipment mounting locations will be approved, prior to any sheet metal being cut. A factory-trained dealer shall be present during the pre-construction conference to answer any design questions relating to the layout of the apparatus.

INSPECTION TRIPS : 2

Inspection trips for Fire Department personnel shall be made to the facility during the course of construction of the apparatus. Successful bidder shall consult with Fire Department committee chairperson as to the proper timing of the inspection trip(s). Air travel, meals, and lodging expenses shall be included.

- One (1) mid-inspection trip to the Rosenbauer factory for 3 fire department personnel is provided with this bid.
- One (1) final inspection trip to the Rosenbauer factory for 3 department personnel is provided with this bid.

DELIVERY

Final delivery of the completed apparatus shall be made F.O.B. Fire Department Headquarters.

WARRANTY

We warrant each new motorized fire apparatus manufactured by ROSENBAUER AMERICA, LLC for a period of ONE YEAR from the date of delivery, except for chassis and other components noted herein.

Under this warranty we agree to furnish any parts to replace those that have failed due to defective material or workmanship where there is no indication of abuse, neglect, unusual or other than normal service providing that such parts are, at the option of ROSENBAUER AMERICA, LLC, made available for our inspection at our request, returned to our factory or other location designated by us with transportation prepaid within thirty days after the date of failure or within one year from the date of delivery of the apparatus to the original purchaser, whichever occurs first, and inspection indicates the failure was attributed to defective material or workmanship.

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The warranty on the chassis and chassis supplied components, storage batteries, generators, electrical lamps and other devices subject to deterioration is limited to the warranty of the manufacturer thereof and adjustments for the same are to be made directly with the manufacturer by the customer.

This warranty will not apply to any fire apparatus that has been repaired or altered outside our factory in any way, which in our opinion might affect its stability or reliability.

This warranty shall not apply to those items that are usually considered normal maintenance and upkeep services: including, but not limited to, normal lubrication or proper adjustment of minor auxiliary pumps or reels.

This warranty is in lieu of all other warranties, expressed or implied, and all other obligations or liabilities on our part. We neither assume nor authorize any person to assume for us any liability in connection with the sales of our apparatus unless made in writing by ROSENBAUER AMERICA, LLC.

DARLEY FIRE PUMP WARRANTY

A six (6) year warranty for the Darley fire pump shall be provided.

STAINLESS STEEL PLUMBING WARRANTY

The manufacturer shall provide a ten (10) year warranty on the stainless steel plumbing components and installation. The manufacturer shall supply details of their warranty information with their bid submission.

WATER TANK WARRANTY

UNITED PLASTIC FABRICATION INC. Warrants each UPF POLY-TANK IIE Booster/Foam tank to be free from manufacturing defects in material and workmanship for the service life of the vehicle (vehicle must be actively used in fire suppression). The UPF POLY-TANK IIE must be installed in accordance with the United Plastic Fabricating installation manual. Every UPF POLY-TANK IIE is thoroughly inspected and tested for leaks before leaving our facility. Should any problems develop with your UPF POLY-TANK IIE booster/foam tank and will not meet performance criteria during the service life of the vehicle, notify UPF in writing or call our TOLL FREE SERVICE HOT LINE 1-800-USA-POLY. Provide UPF with the serial number and a description of the problem. If the tank problem would render the truck out of service, UPF will dispatch a service technician WITHIN 48 HOURS (2 DAYS) to repair the tank. (This time period is for North America only). If the vehicle can remain in service, UPF will dispatch a service technician within a mutually agreed upon time period.

We will repair, or at our option, replace the tank with a new UPF POLY-Tank IIE. UPF will cover customary and reasonable costs to remove and install the UPF POLY-TANK IIE. This warranty will not cover tanks that have been improperly installed, misused or abused, and the serial number must not have, been altered, defaced

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or removed. UPF will not cover any unauthorized third party repairs or alterations. Any of these actions may void the warranty.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF UNITED PLASTIC FABRICATION, INC.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly cancelled. UNITED PLASTIC FABRICATION, INC. Neither assumes, nor authorizes any person supposing to act on its behalf, to change, nor assume for it, any warranty or liability concerning its product.

IN NO EVENT WILL UNITED PLASTIC FABRICATION, INC BE LIABLE FOR AN AMOUNT IN EXCESS OF THE PRESENT RETAIL, PURCHASE PRICE PLUS INSTALLATION AND REMOVAL COST OF THE BOOSTER TANK, FOR ANY LOSS OR DAMAGE, WHETHER DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHERWISE ARISING OUT OF FAILURE OF ITS PRODUCT.

This warranty gives you specific legal rights, and you may have other rights, which vary from state to state. Some states do not allow exclusion or limitation of incidental or consequential damage, so the above limitation or exclusion may not apply to you. Some states do not allow limitation on how long an implied warranty lasts, so the above limitation may not apply to you.

ALUMINUM BODY STRUCTURAL WARRANTY - TEN YEARS

Rosenbauer America, LLC warrants to the original purchaser only, that the all aluminum body, fabricated by Rosenbauer America, LLC, under normal use and with reasonable maintenance, be structurally sound and will remain free from corrosion perforation for a period of TEN (10) years.

This warranty does not apply to the following items that are covered by a separate warranty: paint finish, hardware, moldings, and other accessories attached to this body. In addition, this warranty does not apply to any part or accessory manufactured by others and attached to this body.

ROSENBAUER AMERICA, LLC MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE ALUMINUM BODY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND HEREBY DISCLAIMED.

Rosenbauer America, LLC will replace without charge, repair or make a fair allowance for any defect in material or workmanship demonstrated to its satisfaction to have existed at the time of delivery or not due to misuse, negligence, or accident. If Rosenbauer America, LLC elects to repair this body, the extent of such repair shall be determined solely by Rosenbauer America, LLC, and shall be performed solely at the Rosenbauer America, LLC factory, or at an approved facility. The expense of any transportation to or from such repair facility shall be borne by the purchaser and is not an item covered under this warranty.

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Rosenbauer America, LLC will not be liable for damages and under no circumstances will its liability exceed the price for a defective body. The remedies set forth herein are exclusive and in substitution for all other remedies to which the purchaser would otherwise be entitled.

Rosenbauer America, LLC will be given a reasonable opportunity to investigate all claims. The purchaser must commence any action arising out of, based upon or relating to agreement or the breach hereof, within twelve months from the date the cause of the action occurred.

Note: Surety bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.

GALVANIZED SUBFRAME WARRANTY: LIFETIME

Subject to the provisions, limitations and conditions set forth in this warranty, Rosenbauer America, LLC (hereby referred to as "seller"), hereby warrants to each original purchaser only that each new hot dip galvanized body subframe (exclusive of paint finish and hardware) is structurally sound and free of all structural defects of both material and workmanship and further warrants that it will maintain such structural integrity for the duration of ownership by the original purchaser. This warranty terminates upon transfer of possession or ownership by original purchaser.

This warranty is conditioned upon normal use and reasonable maintenance of such subframe; prompt written notice of all defects to seller or one of the seller's then authorized dealers in the area; no repair or additions there to except by seller or authorized by it; said defect not resulting from misuse, negligence, accident, remount, overloading beyond applicable weight rating by customer or third parties. If any such conditions are not complied with, this warranty shall become void and unenforceable.

Should repairs become necessary under the terms of the warranty, the extent of that repair shall be determined solely by the seller and shall be performed solely at Rosenbauer America, LLC or a repair facility designated by the seller. The expense of any transportation to or from such repair facility shall be that of the purchaser and is not an item covered by this warranty.

Seller reserves the unrestricted right at any time from time to time to make changes in the design of and/or improvements on its products without thereby imposing any obligation on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

EXCLUSIONS AND LIMITATIONS: THIS MANUFACTURER'S WARRANTY IS PROVIDED IN PLACE OF ANY AND ALL OTHER REPRESENTATIONS OR IMPLIED WARRANTIES. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF ROSENBAUER AMERICA, LLC OR ANY OF ITS DISTRIBUTORS OTHER THAN SET FORTH IN THIS MANUFACTURER'S WARRANTY. YOUR RIGHT TO SERVICE AND REPLACEMENT OF PARTS ON THE TERMS EXPRESSLY SET FORTH HERIN ARE YOUR EXCLUSIVE REMEDIES AND NEITHER

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THE MANUFACTURER NOR ANY OF ITS DISTRIBUTORS SHALL BE LIABLE FOR DAMAGES, WHETHER ORDINARY, INCIDENTAL OR CONSEQUENTIAL.

BODY PAINT WARRANTY: TEN YEAR

TERMS AND CONDITIONS

Rosenbauer hereby warrants the paint on the body of each new fire & rescue vehicle to be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection for a period of ten (10) years, starting on the date the vehicle is delivered to the original purchaser. Under this warranty, Rosenbauer agrees to furnish any item or items to replace those that have been found to be defective in material or workmanship where there is no indication of abuse, neglect or other than normal service. Such an item or items, at the option of Rosenbauer must be made available for our inspection at our request and returned to our factory or another location designated by Rosenbauer. Transportation of such an item or items will be arranged and covered by buyer within thirty (30) days after the date of failure and with ten (10) years from the date of delivery of the apparatus to the original purchaser. The inspection must indicate that the failure was attributed to an adhesion defect caused by defective manufacturing methods or paint material selection. Authorization for repair must be sought from Rosenbauer customer service department prior to repair occurring.

COVERAGE

<u>Color Retention & Cracking</u>	<u>Adhesion, Blistering & Bubbling</u>	<u>Corrosion, Dissimilar Metal</u>
0-72 Months = 100%	0-36 Months = 100%	0-36 Months = 100%
73-96 Months = 50%	37-84 Months = 50%	37-48 Months = 50%
97-120 Months = 25%	85-120 Months = 25%	73-120 Months = 25%

THIS WARRANTY SHALL NOT APPLY TO OR COVER THE FOLLOWING:

- Any item that has been repaired, repainted or altered by a facility not approved in advance by Rosenbauer.
- Special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, lost profits or transportation fees or charges to or from any facility.
- Any defect resulting from misuse, negligence, alteration, accident or lack of normal or required maintenance or adjustments, exposure to corrosive agents, fire, severe environmental conditions or acts of God.
- Painted items which are manufactured by a party other than Rosenbauer and which are separately warranted by that party including cabs not manufactured or painted by Rosenbauer.

EXCLUSIONS OF DAMAGES BOTH INCIDENTAL AND CONSEQUENTIAL

At no time shall Rosenbauer be held liable for any incidental, consequential, indirect, special and/or punitive damages whatsoever, whether coming from breach of contract, warranty, tort or equity. Such items shall

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include the chassis or other items sold by Rosenbauer, or their operation or their failure to operate, or defects herein or any undertakings, acts or omissions related to, regardless whether Rosenbauer's knowledge of the possibility of any such damage.

Without limitation of the generality of the preceding statements, Rosenbauer categorically disclaims any and all liability for property and personal injury, damage, penalties for lost revenue and/or profit, loss of chassis or products and associated pieces of equipment, the expense of substituting chassis and/or products or the out of service expenses, resulting from damages and/or delays that creates down time expense and/or create economic losses, or any third party claims for damages.

This warranty in lieu of all other warranties, expressed or implied, and all other obligations or liabilities on our part. We neither assume nor authorize any person to assume for us any liability or make any alteration to this warranty in connection with the sale of our apparatus unless expressly given in writing by Rosenbauer.

MANUALS PER NFPA 1901 REQUIREMENTS

ROSENBAUER shall provide with the vehicle upon delivery, one (1) complete delivery manual. This manual shall be in a notebook type binder, with reference tabs for each section of the vehicle. In addition to the printed material, the manual shall be provided in electronic format.

Within each section shall be:

- Individual component manufacturer instruction and parts manuals
- Warranty forms for the body
- Warranty forms for all major components
- Warranty instructions and format to be used in compliance with warranty obligations
- Wiring diagrams
- Installation instruction and drawings for major parts
- Visual graphics and electronic photos for the installation of major parts
- Necessary normal routine service forms, publications and components of the body portion of the apparatus
- Technical publications for training and instruction on major body components
- Warning and safety related notices for personnel protection
- Cab and chassis manuals on parts, service and maintenance shall be provided
- 2 sets of Darley pump manuals shall be provided

"ON-LINE" SERVICE MANUAL SUPPORT

As part of the standard delivery manual, **ROSENBAUER** shall give a password-protected link to the end user, allowing access to the manufacturers' database on service parts. The internet-based system shall allow the end user to access the major component supplier's service parts listing such as Hale, Waterous, Akron, etc. This shall be accomplished with simplistic point and click features on the manufacturer line item within the

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"stripper" or "line item sheet". This will include, automatic updates, printable schematics and manufacturer's web links and is available in the commercially available format of Adobe Acrobat Reader to access these documents. Rosenbauer America, LLC shall submit with the bid proposal, a sample set of on line Adobe formatted material that has been printed from the manufacturer's website.

Parts Listings within Manuals

The manuals will include cross-reference part numbers from the **ROSENBAUER** part number to the vendor parts. Example: **ROSENBAUER** Hydraulic Ladder Rack, Part #LR-MN-0002 cross-referenced to Ziamatic Corporation Part 098-MN2345. This will allow for reference between individual parts and complete installation assemblies as completed by the body builder. The manuals will list all components of the vehicle that includes a vendor part utilized in a complete installation via the manufacturer's "line item sheet" or "stripper" utilized to manufacture the completed vehicle. These are "As Built" and proposals with "typical" or "generic" manuals will be rejected.

Illustrative Schematics within Manuals

ROSENBAUER shall include installation diagrams and drawings of all major sub assemblies. This will include components such as hydraulic ladder rack assemblies, pump panels, tanks, fire pumps, etc. The drawings shall be linked via an Internet based service program, in an electronic format from the manufacturers "stripper" (line item listing) of the manufacturing document. **ROSENBAUER** shall submit, upon request, a sample schematic.

Digital Images within Manuals

In addition to two and three-dimensional installation drawings, **ROSENBAUER** shall make accessible, via an internet based link, the actual photos of the installed components listed within the "stripper" or line sheet. This will include, but not limited to wiring terminals, main body distribution strips, fire pump shifting, auxiliary components, etc. **ROSENBAUER** shall submit a sample of these upon request.

Installation Instructions within Manuals

ROSENBAUER "work instructions" or "installation instructions" shall be included with the service manuals. These documents shall be accessible via a web-based link to the individual vehicle manufactured. The work instructions shall give systematic instructions of the component installation process. **ROSENBAUER** shall submit, upon request, a sample set of instructions.

Automatic Updates of Manuals and Parts Listings

The online manuals will include automatic updates that are accessible via the web link. When clicking on the part within the manufacturer's stripper or line sheet, it will allow the end user to access the component manufacturer website for updated information. This will allow for latest parts and service components from the individual part manufacturer or vendor.

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Electrical Schematics

To maintain the vehicles electrical systems, the manufacturer shall provide to the purchaser the instructional manuals, complete electrical information and schematics on the vehicle. The electrical information shall be provided as follows:

Wiring Systems 12 and 120 Volt:

- Graphic symbols for electrical diagrams.
- Wire labeling, imprinting codes and index.
- Computer generated electrical schematics indicating the circuit number, wire size, switches, circuit breaker and terminals on the vehicle.

LOW VOLTAGE ELECTRICAL SYSTEM SPECIFICATIONS

The electrical system shall include all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The electrical equipment installed by the apparatus manufacturer shall conform to current automotive electrical system standards, the latest Federal DOT standards, and the requirements of the applicable NFPA standards.

All wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for the protected circuit. Voltage drops in all wiring from the power source to the using device shall not exceed 10 percent. The wiring and wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. All exposed wiring shall be protected in a loom with a minimum 289 degree Fahrenheit rating. All wiring looms shall be properly supported and attached to body members. The electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

The wiring connections and terminations shall use a method that provides a positive mechanical and electrical connection and shall be installed in accordance with the device manufacturer's instructions. Electrical connections shall be with mechanical type fasteners and large rubber grommets where wiring passes through metal panels.

The wiring between the cab and body shall be joined using Deutsche type connectors or an enclosed in a terminal junction panel area. This system will permit body removal with minimal impact on the apparatus electrical system. All connections shall be crimp-type with insulated shanks to resist moisture and foreign debris

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such as grease and road grime. Weather-resistant connectors shall be provided throughout to ensure the integrity of the electrical system.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless they are enclosed in a junction box or covered with a removable electrical panel. The wiring shall be secured in place and protected against heat, liquid contaminants and damage. Wiring shall be uniquely identified every three-inches (3") by color coding or permanent marking with a circuit function code and identified on a reference chart or electrical wiring schematic per requirements of applicable NFPA #1901 standards.

The electrical circuits shall be provided with low voltage overcurrent protective devices. Such devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. The overcurrent protection shall be suitable for electrical equipment and shall be automatic reset type and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. The system shall have electro-magnetic interference suppression provided as required in applicable SAE standards.

The electrical system shall include the following:

- Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. A corrosion preventative compound shall be applicable to all terminal plugs located outside of the cab or body.
- The electrical wiring shall be harnessed or be placed in a protective loom.
- Holes made in the roof shall be caulked with silicone. Large fender washers shall be used when fastening equipment to the underside of the cab roof.
- Any electrical component that is installed in an exposed area shall be mounted in a manner that will not allow moisture to accumulate in it.
- A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.
- All lights that have their sockets in a weather exposed area shall have corrosion preventative compound added to the socket terminal area.

The warning lights shall be switched in the chassis cab with labeled switches in an accessible location. Individual rocker switches shall be provided only for warning lights provided over the minimum level of warning lights in either the stationary or moving modes. All electrical equipment switches shall be mounted on a switch panel mounted in the cab convenient to the operator. The warning light switches shall be of the rocker type. For easy nighttime operation, an integral indicator light shall be provided to indicate when the circuit is energized. All switches shall be appropriately identified as to their function.

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A single warning light switch shall activate all required warning lights. This switch will allow the vehicle to respond to an emergency and "call for the right of way". When the parking brake is applied, a "blocking right of way" system shall automatically activate per requirements of the applicable NFPA standards. All "clear" warning lights shall be automatically turned off upon application of the parking brake.

NFPA REQUIRED TESTING OF ELECTRICAL SYSTEM

The apparatus shall be electrically tested upon completion of the vehicle and prior to delivery. The electrical testing, certifications, and test results shall be submitted with delivery documentation per requirements of the applicable NFPA standards. The following minimum testing shall be completed by the apparatus manufacturer:

1. Reserve capacity test:

The engine shall be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged. The engine shall be shut off and the minimum continuous electrical load shall be activated for ten (10) minutes. All electrical loads shall be turned off prior to attempting to restart the engine. The battery system shall then be capable of restarting the engine. Failure to restart the engine shall be considered a failed test.

2. Alternator performance test at idle:

The minimum continuous electrical load shall be activated with the engine running at idle speed. The engine temperature shall be stabilized at normal operating temperature. The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.

3. Alternator performance test at full load:

The total continuous electrical load shall be activated with the engine running up to the engine manufacturer's governed speed. The test duration shall be a minimum of two (2) hours. Activation of the load management system is permitted during this test. However, if an alarm sounds due to excessive battery discharge, as detected by the system requirements in the NFPA standards, or a system voltage of less than 11.7 volts dc for more than 120 seconds is present, the test has failed.

4. Low voltage alarm test:

Following the completion of the above tests, the engine shall be shut off. The total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm activates. The battery voltage shall be measured at the battery terminals. With the load still applied, a reading of less than 11.7 volts dc for a 12 volt system shall be considered a test failure. The battery system shall then be able to restart the engine. Failure to restart the engine shall be considered a test failure.

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NFPA REQUIRED DOCUMENTATION

The following documentation shall be provided on delivery of the apparatus:

- a. Documentation of the electrical system performance tests required above.
- b. A written load analysis, including:
 1. The nameplate rating of the alternator.
 2. The alternator rating under the conditions.
 3. Each specified component load.
 4. Individual intermittent loads.

CHASSIS MODIFICATIONS PER NFPA 1901

FLUID DATA PLAQUE

One (1) fluid data plaque containing required information shall be provided based on the applicable components for this apparatus, compliant with NFPA Standards:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Drive axle lubricant
- Power steering fluid
- Pump transmission lubrication fluid
- Other NFPA applicable fluid levels or data as required

Location shall be in the driver's compartment or on driver's door.

DATA & WARNING LABELS

HEIGHT LENGTH & WEIGHT

A highly visible label indicating the overall height, length, and weight of the vehicle shall be installed in the cab dash area.

NO RIDE LABEL

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One (1) "NO RIDERS" label shall be applied on the vehicle at the rear step area or other applicable areas. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion is prohibited.

Label, Indicating Number of Seats

CAB SEATING POSITION LIMITS

One (1) label shall be installed in the cab to indicate seating positions for firefighters. A weight allowance of 250 pounds for each shall be factored into the gross vehicle weight rating of the chassis.

Label, "Caution: Do Not Wear Helmet While Seated"

HELMET WARNING TAG

One (1) label shall be installed in the cab, visible from each seating position. The label shall read "CAUTION: DO NOT WEAR HELMET WHILE SEATED." Helmets must be properly stowed while the vehicle is in motion according to the current edition of NFPA 1901.

REAR TOWING PROVISIONS

There shall be two tow eyes furnished under the rear of the body and attached directly to the chassis frame rails. There shall be a reinforcement spreader bar connecting the two tow eyes. Tow eyes are to be constructed of 3/8" plate steel with a 4" I.D. hole, large enough for passing through a tow chain end hook. The tow plates shall be painted black.

HUB AND LUG NUT COVERS FOR ALL OUTER WHEELS

The apparatus shall have chrome or stainless steel hub and lug nut covers on the front and tandem rear axles.

TIRE PRESSURE INDICATORS

There shall be a tire pressure indicator, p/n RWTG1235, at each tire's valve stem on the vehicle that shall indicate if there is insufficient pressure in the specific tire.

REAR MUD FLAPS

One (1) pair of black mud flaps shall be installed behind the rear wheels.

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APPARATUS SPECIFICATIONS

CHASSIS ELECTRICAL

The Freightliner chassis shall be equipped with a 12volt electrical specifically engineered and constructed for emergency vehicle use meeting all aspect of NFPA 1901. The electrical specifications are contained in the factory direct vehicle specifications attached to this specification. The chassis also include a factory installed vehicle data recorder and seat belt sensor monitoring system in accordance with NFPA 1901 current edition.

WEATHER RESISTANT ELECTRICAL JUNCTION BOX

The electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. In addition, the main body junction panel shall house the automatic reset breakers and relays where required. The main body junction panel shall be located in the pump compartment.

LOAD MANAGER SYSTEM

The apparatus shall be equipped with a Kussmaul model 091-79 Automatic Load Shedding System for performing continuous electrical load management. The Load Manager shall have the following features:

- Monitor 12-volt system and detect low voltage.
- Capability to control two (2) loads.
- Automatic reset when voltage rises.
- Adjustable voltage setpoint.

The load manager shall be protected against reverse polarity and shorted outputs, and be enclosed in an enclosure to enhance EMI/RFI protection. The manufacturer shall provide for all electrical loads in excess of the NFPA minimum electrical requirements that exceed the alternator output.

ELECTRICAL CONSOLE WITH SWITCH PANEL

An electrical console shall be constructed of .125" smooth aluminum material and mounted in the cab of the truck chassis. Console shall be designed and installed between the driver and passenger seats. The top face of the console shall be designed as the switch panel for all emergency light and scene light switches. The switch panel shall be hinged for easy access to the switch connections and shall have provisions for the installation of the siren system, comms radio, and traffic advisor controller.

All emergency light switches shall be lighted, rocker style. Switches shall be internally lit when the switch circuit is in the on position. A plug-in identification label is to be provided and installed adjacent to each rocker switch with backlighting provided behind the label.

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SWITCHES

A rocker style internally lighted switch shall be provided and wired through a heavy-duty relay to activate power to the emergency lights. The emergency lights shall be activated by a single "MASTER SWITCH" on the electrical console.

BATTERY SYSTEM

The battery system shall be supplied with the chassis.

MASTER ELECTRIC SWITCH

One (1) battery disconnect switch shall be located conveniently to the driver of the apparatus. The switch shall disconnect the 12 volt power supply from the battery system.

BATTERY CHARGER AND AIR COMPRESSOR

One (1) Kussmaul Pump Plus 1200 model 52-05-1100 battery charger and air compressor system shall be installed. The 120 volt compressor system shall be designed to maintain the air pressure in the chassis brake system whenever the pressure drops below a predetermined level.

The battery charger shall be supplied from the 120 volt shore power receptacle and be a fully automatic high output charging system. The unit shall be mounted in a clean dry area and will be accessible for service and/or maintenance.

BATTERY CHARGER DISPLAY

One (1) Kussmaul 091-199-001 single battery bank voltage display shall be supplied with the charger.

SHORE POWER PLUG

The 120volt shore power plug shall be located at the left front cab door.

A Kussmaul "Super Auto-Eject" 20-amp automatic disconnect device shall be provided and installed on the 120 volt shoreline connection. The device shall be complete with weatherproof cover and matching plug with digital display, part number 091-55-194, incorporated into the cover. The Auto-Eject shall be activated by the chassis starter switch to disconnect the plug. The Super Auto-Eject shall be completely sealed to prevent contamination of the mechanism by inclement weather and road conditions. The Super Auto-Eject shall have an internal switch to open and close the AC circuit after the mating connector is inserted and before the connector is removed.

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AIR HORNS: 2

Two (2) Stuttertone chrome plated air horns shall be mounted on the side of the hood of the commercial chassis. An air protection valve shall be provided in the air horn piping that will not allow the chassis air brake system to drop below 90 PSI.

TRAFFIC HORN AND AIR HORN SELECTOR SWITCH

One (1) selector switch shall be provided on the cab's dash that will allow the chassis steering wheel horn button to activate either the electric traffic horn or air horn system.

AIR HORN SWITCH FOR OFFICER POSITION

One (1) switch shall be installed to activate the air horn system on the officer's side of the cab dash or on the center control console.

ENGINE COMPARTMENT LIGHT

One (1) 12 volt light with integral switch shall be mounted in the engine enclosure.

PUMP ENCLOSURE LIGHT: 1

One (1) LED work light shall be provided in the pump enclosure. The control switch shall be mounted on the light head.

TELESCOPING PUSH UP LED SCENE LIGHTS: 2

Two (2) Fire Research Evolution LED model FCA530-V20 side mount push up telescopic light shall be installed.

The lamphead shall have eight (8) ultra-bright white LEDs. It shall operate at 12/24 volts DC, draw 13/6.5 amps, and generate 16,000 lumens. The lamphead shall direct 50 percent of the light onto the action area while providing 50 percent to illuminate the working area. The lamphead angle of elevation shall be adjustable at a pivot in the mounting arm and the position locked with a round knurled locking knob. The lamphead shall incorporate heat-dissipating fins and be no more than 5 3/16" deep by 3 5/16" high by 11 1/2" wide. The lamphead and mounting arm shall be powder coated white. The floodlight shall be for fire service use.

The light pole shall extend approximately 30" in height and be anodized aluminum. A knurled twist lock mechanism to secure each extension pole in position shall be included with the pole.

The mounting location for the specified lights shall be: One (1) on each front side of the tanker body attached to the front body skirting.

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Two (2) lighted rocker switches shall be installed on the electrical control console to activate both telescoping scene lights. The weatherproof switch shall be used for remote switching and shall be labelled. One switch shall be labelled left scene light and one switch shall be labelled right scene light.

CAB BROW LED SCENE LIGHT: 1

One (1) Fire Research Evolution LED model FCA800-V20 cab roof mount light shall be installed. The mounting location for the specified light shall be on the front edge of the chassis cab roof.

The lamphead shall have eight (8) ultra-bright white LEDs. It shall operate at 12/24 volts DC, draw 13/6.5 amps, and generate 15,000 lumens. The lamphead shall direct 50 percent of the light onto the action area while providing 50 percent to illuminate the working area. The lamphead angle of elevation shall be adjustable at a pivot in the mounting arm and the position locked with a round knurled locking knob. The lamphead shall incorporate heat-dissipating fins and be no more than 5 3/16" deep by 3 5/16" high by 11 1/2" wide. The lamphead and mounting arm shall be powder coated white. The floodlight shall be for fire service use.

The brow light shall be controlled by a lighted and labelled rocker switch located on the electrical console in the cab.

One (1) Fire Research model 800 brow light contour mounting bracket shall be provided on the chassis cab. The bracket is specifically designed for use on a Freightliner roof.

FIRE RESEARCH INVIEW 360™ VIDEO SYSTEM KIT - WITH MONITOR

An FRC, powered by SEON, model SNB100-A00-MSO inView™ 360 Video system kit shall include (4) four cameras, an Electronic Control Unit (ECU), required harnesses and a manual camera switch. The system kit shall provide split video feed with bird's-eye view and individual camera views. It shall be capable of integrating with an existing vehicle system for an automatic camera view, which seamlessly switches from front/left/right/rear views based on turn signal and reverse activation. It shall also feature a switch module that allows the operator to override the default camera view.

INVIEW 360™ SAV-MON, AVM 7.4" In Cab Video Monitor

A FRC, powered by SEON, model InView™ 360 SAV-MON, AVM 7.4" In Cab Video Monitor shall include a 7" diagonal color LCD TV display monitor with viewing dimensions of 6.06" W x 3.42" H. The monitor shall be a TFT Active Matrix System display with an 800 x 480 resolution and a display format of 16:9 (aspect ratio).

It shall operate from 12 VDC, and the connection terminals shall include a composite video in and power in. The monitor shall weigh 0.9 lbs., and it shall have dimensions of 5.5" H x 2.75" W x 11" H.

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Location of the InView™ 360 SAV-MON, AVM 7.4" In Cab Video Monitor shall be determined by the purchaser.

INVIEW 360 SYSTEM FEATURES:

Operational Requirements:

- 1 The camera (4 x cameras) shall have dimensions of 2.4" L X 2.0" H X 1.7" D. They shall have a 190-degree horizontal lens view angle, a relative aperture (F-stop) 2.0, shall have a resolution of 720 x 480 at 30 FPS (frames per second), shall output a NTSC signal and an input operating voltage 4V – 6V when connected to the ECU (Electronic Control Unit).
- 2 The ECU (Electronic Control Unit) shall feature NTSC video inputs, and also have NTSC, CVBS (SD) 2-channel view output. The ECU shall have dimensions of 4.54" L x 6.24" H X 1.34" D. The system operating range shall be from 9 to 36 VDC, and shall consume no more than 15 watts of power when all 4 cameras are connected.
- 3 The systems shall support (8) eight different view modes per (2) two defined configuration groups; Normal (NT) Group shall support 6 different view and Separate Top (ST) View shall support (2) two different views.
- 4 Configure & customize set up shall be supported via monitor and IR remote control
- 5 Shall support configurable on-screen parking markers
- 6 Complete package shall weigh less than 8 lbs.

Environmental Requirements:

Operating temperatures shall be between -22°F (-30°C) and 158°F (70°C), and storage temperatures shall be between -40°F (-40°C) and 185°F (85°C), Relative Humidity: 0–85%, non-condensing. The indoor/outdoor camera housing shall be waterproof, rated to IP67.

Systems Hardware:

1 X ECU (Electronic Control Unit), 1 X ECU Mounting Bracket w/ 4X screw, 1 x Power & Interface Harness, 1 x Reverse Signal Wire, 2 x In-Line Fuses (1x Button Extension Cable & 1 x Driver Button, 1 x Left & 1 x Right Signal Wires, 1 x Video Harness, 2 x Video Output Extension Cables, 4 x Cameras Mounting kit, 4 x Camera Extension Cables, 4 x Drilling Template & 8 x Screw Covers.

Manufacture's Support:

Fire Research Corporation Guarantee shall be (2) two years from the vehicle in-service date under normal use and service. Fire Research Corporation shall provide technical assistance as required.

PORTABLE HAND LIGHTS: 2

Two (2) Streamlight "Vulcan" LED portable handlights shall be installed. The lanterns shall include a mounting bracket, with 12 volt charger wired to the battery system to allow the light to recharge when not in use.

The location of the handlight installation shall be in the chassis cab. All components shall be installed as directed by the fire department.

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BODY MARKER LIGHTS PER D.O.T REQUIREMENTS

LED marker lights shall be installed on the vehicle in conformance to the Department of Transportation requirements.

LICENSE PLATE BRACKET WITH LED LIGHT

One (1) stainless steel license plate bracket with LED light shall be provided at the rear of the apparatus.

TAIL LIGHTS: WHELEN 600 SERIES

One (1) pair of Whelen 60BTT LED tail/brake lights shall be provided on the rear of the apparatus. The rectangular lights shall be 4" x 6" LED with a red lens.

TURN SIGNALS: REAR

One (1) pair of Whelen, 60A00TAR turn signals with populated arrow shape shall be provided. The rectangular LED lights shall be 4" x 6" in dimension and shall have an amber lens.

BACKUP LIGHTS

One (1) pair of Whelen LED backup lights shall be installed on the rear of the apparatus body. The dimensions shall be 4" x 6" and the lens color shall be clear.

UNDER CAB GROUND LIGHTS : 2

There shall be two (2) AMDOR Luma-Bar H20 LED lights mounted to the underside of the cab step below each door. One (1) light shall be located on the driver's side and one (1) light located on the officer's side of the apparatus. The light shall have a polycarbonate lens to eliminate breakage from impact and eliminate heat buildup. The ground lighting shall be activated when the parking brake is set.

CAB STEP LIGHTS: 4

There shall be LED cab step lights supplied below the chassis cab doors. The lights shall be mounted below the cab doors and illuminate the chassis cab steps. There shall be two (2) LED lights located on each side of the chassis cab FOR A TOTAL OF 4 LIGHTS. The lights shall be TecNiq E10 LED high intensity flood lights.

PUMP PANEL GROUND LIGHTS: 2

One (1) TecNiq LED #LED E10 ground light shall be installed under the driver side pump panel compartment and centered under the R1 compartment.

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REAR STEP GROUND LIGHTS: 2

Two (2) TecNiq LED #LED E10 ground lights shall be installed under the rear step. One (1) light shall be located on the driver's side and one (1) light located on the officer's side of the apparatus.

All ground lights shall automatically activate when the parking brake is applied.

REAR TAILBOARD LIGHTS: 2

Two (2) LED step lights with clear lens shall be installed to illuminate the step surfaces at the rear of the apparatus body. The step/walkway light switch shall be installed and wired to the parking brake.

DECK LIGHTS – UPPER REAR: 2

One (1) 12volt Code 3 Model CW2450 spotlight and one (1) 12volt Code 3 Model CW2451 floodlight, each with nine (9) LED's, shall be installed. The lights shall have an "on-off" switch, handle and swivel base.

The deck lights shall be installed at the rear of the hose bed.

The deck lights shall be wired to a switch on the cab console and automatically activate when the chassis is placed into reverse.

UPPER SIDE BODY LED SCENE LIGHTS: ONE EACH SIDE OF BODY

Two (2) Whelen Series C9SL LED 8" x 10" scene lights shall be installed, one on each side of the upper body toward the rear. The lights shall be positioned for illuminating the perimeter sides of the body where the dump tank may be deployed.

The scene lights shall be installed on a treadplate mounting plate. One (1) scene light switch with indicator shall be installed on the cab main switch panel to control all scene light(s). The switch shall be labeled "SCENE LIGHTS".

DOOR OPEN HAZARD LIGHT: WHELEN

One (1) red flashing, warning light shall be provided and installed in the driver's compartment to indicate an open passenger or apparatus compartment door. The warning light shall also be attached to folding equipment racks and light towers as specified. The light shall be a flashing Whelen OS red LED (OSROOFCR) light and shall be properly marked and identified.

ELECTRONIC SIREN

One (1) Whelen model #295SLSA1 electronic siren shall be mounted in the cab. This unit shall feature an electronic air horn, wail, yelp, hi-lo and shall have a hard wired PA microphone.

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SIREN SPEAKER: 1

One (1) Cast Products Model #SA4311 100 watt speaker shall be installed on the apparatus, "Through-the-bumper", with flat mounting flange. The siren speaker shall be installed in the center of the apparatus bumper.

WHELEN LIGHTBAR:

One (1) Whelen Justice series light bar shall be included with the apparatus cab. The light bar shall be a model JE2NFPA and shall be mounted on the roof of the cab, towards the front, above the windshield.

The light bar shall feature:

- A 56" light bar designed for high performance
- Four (4) red Linear Super LED corner modules
- **SIX (6)** red CON3 LED hinged modules
- Two (2) white CON3 LED hinged modules with exterior clear optic lenses
- Clear hard coated lenses to provide extended life/luster protection against UV & chemical stresses
- Designed in accordance with NFPA Zone A requirements

The front upper light bar shall be activated through the master warning switch.

LOWER FRONT WARNING LIGHTS: 2 ON CAB GRILLE

One (1) pair of Whelen model #600 Super LED warning lights with red lenses shall be installed, one each side one the front of the chassis cab. The dimensions of the lights shall be 4" x 6".

INTERSECTION WARNING LIGHTS: FRONT SIDE WARNING LIGHTS: 2

One (1) pair of Whelen model #500 surface mounted Super LED warning lights with red lenses shall be installed, one each side of the chassis cab. The dimensions of the lights shall be 1-5/8" x 5" x 1".

LOWER MID-BODY WARNING LIGHTS: 2

One (1) pair of Whelen model M2 wide angle LED red warning lights, model M2WR, shall be installed, one each side of the apparatus, mid-body in the rub rail. The dimensions of the lights shall be 4-1/4" x 2-11/16".

LOWER REAR SIDE WARNING LIGHTS: 2

One (1) pair of Whelen model M2 wide angle LED red warning lights shall be installed, one each side of the apparatus, towards the rear of the body, in the rub rail. The dimensions of the lights shall be 4-1/4" x 2-11/16".

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UPPER SIDE FACING REAR WARNING LIGHTS: 2

One (1) pair of Whelen model #600 Super LED warning lights with red lenses shall be installed, one each side in the upper rear body corner. The dimensions of the lights shall be 4" x 6".

UPPER REAR FACING (ZONE C) WARNING LIGHTS: 2

One (1) pair of Whelen model #600 Super LED red warning lights with red lenses shall be installed, one each side on the upper rear of the apparatus body. The dimensions of the lights shall be 4" x 6".

LOWER REAR WARNING LIGHTS: 2

One (1) pair of Whelen model #600 Super LED red warning lights with red lenses shall be installed, one each side on the lower rear of the apparatus body (below the rear tail lights). The dimensions of the lights shall be 4" x 6".

WHELEN TRAFFIC ARROW DIRECTIONAL LIGHTBAR: 1

One (1) Whelen Model #TAL85 Traffic Advisor shall be installed. The light shall be equipped with eight (8) LED lights measuring 46" in length. The unit shall be mounted at the upper rear of the apparatus body. The Traffic Advisor control head shall be mounted inside the cab and be accessible by the driver and officer. The traffic arrow lightbar shall be surface mounted below the rear upper intermediate step of the apparatus body.

500 GPM FIRE PUMP

The centrifugal type fire pump shall be a Darley model HM with a rated capacity of 500 GPM. The pump shall meet NFPA 1901 requirements.

The pump shall be certified to meet the following deliveries:

- 500 GPM @ 150 PSI
- 500 GPM @ 165 PSI
- 350 GPM @ 200 PSI
- 250 GPM @ 250 PSI

PUMP MANUALS: 2

Two (2) manuals covering the fire pump transmission and fire pump shall be provided with the apparatus.

DARLEY HM SINGLE STAGE PUMP

A Darley model HM single stage fire pump shall be provided and installed.

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Power to drive the pump shall be provided by the same engine used to propel the apparatus. The pump shall be midship mounted and designed to operate through a hot-shift transmission PTO. The pump is to be placed in gear from the chassis cab with a pump shift mechanism that is clearly labeled.

Pump casing shall be a fine grain cast iron, with a minimum tensile strength of 30,000 PSI. Pump shall contain a cored heating jacket feature that, if selected, can be connected into the vehicle coolant system to protect the pump from freezing in cold climates, and to help reject engine heat from engine coolant, providing longer life for the engine. Seal rings shall be renewable, double labyrinth, wrap around bronze type.

PUMP SHAFT

The pump shaft shall be splined to receive broached impeller hubs, for greater resistance to wear, torsional vibration, and torque imposed by engine, as well as ease of maintenance and repair. Bearings provided shall be heavy duty, deep groove, radial-type ball bearings. Sleeve bearings on any portion of the pump or transmission shall be prohibited due to wear, deflection, and alignment concerns. The bearings shall be protected at all openings from road dirt and water splash with oil seals and water slingers.

IMPELLER

The impeller shall be a high strength bronze alloy, splined to the pump shaft for precision fit, durability, and ease of maintenance. Impeller shaft oil seals shall be constructed to be free from steel components except for the internal lip spring. The impeller shaft oil seals shall carry a lifetime warranty against damage from corrosion from water and other fire-fighting fluids.

PUMP TRANSMISSION

The pump transmission case shall be heavy-duty cast iron with adequate oil reserve capacity to maintain low operating temperature. Pump ratio to be selected by the manufacturers engineering department. Gears shall be helical in design and precision ground for quiet operation and extended life. Gears to be cut from high strength alloy steel, ground, and carburized. Chain drive and/or design requiring extra lubricating pump is not acceptable.

Pump drive shaft shall be precision ground, heat-treated alloy steel, with a 1-3/8 spline. Gears shall be helical design and shall be precision ground for quiet operation and extended life. The pump transmission shall require no further lubrication beyond that provided by the intrinsic action of the gears, to reduce the likelihood of failure due to loss of auxiliary lubrication.

The pump drivelines shall be sized for intended application and torque requirements. The installation shall comply with driveline manufacturer's guidelines.

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MIDSHIP FIRE PUMP DRIVESHAFTS AND INSTALLATION

The midship PTO fire pump shall be installed and shall include installation of the fire pump, modification and/or fabrication of new drivelines and all pump-mounting brackets. The PTO drive shaft(s) shall be spin balanced prior to final installation.

MECHANICAL SEAL

The mechanical seal shall be formed from silicon carbide with welded springs. The stationary face of the mechanical seals shall be made from silicon carbide, an extremely hard and heat dissipative material, which resists wear and dry running damage.

PTO PUMP SHIFT

An electric powered PTO pump shift shall be installed in the cab driver's area where not subject to accidental engagement. The pump shift system shall permit stationary pumping operations.

The following indicator lights shall be included with pump shift.

1. A green indicator light, labeled "PUMP ENGAGED" shall indicate pump shift has successfully been completed.
2. A green indicator light, labeled "OK TO PUMP" shall indicate the chassis transmission is in proper gear and parking brake is engaged.
3. Pump shift and interlocks shall comply with applicable sections of NFPA standards.
4. The pump shift shall have an instruction label and nameplate to indicate proper pump shift instructions.

TRIDENT AIR PRIME- AUTOMATIC PUMP PRIMER SYSTEM

A Trident automatic air operated priming system shall be installed. The unit shall be of all brass and stainless steel construction and designed for fire pumps of 1,000 GPM (3,750 LPM) or less. Due to corrosion exposure no aluminum or vanes shall be used in the primer design. The primer shall be two-barrel design with ¾" NPT connection to the fire pump.

The primer shall be mounted above the pump impeller so that the priming line will automatically drain back to the pump. The primer shall also automatically drain when the panel control actuator is not in operation. The inlet side of the primer shall include a brass 'wye' type strainer with removable stainless steel fine mesh strainer to prevent entry of debris into the primer body.

Performance, Safety, and NFPA Compliance

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The priming system shall be capable to a vertical lift to 22 inches of mercury and shall be fully compliant to applicable NFPA standards for vertical lift. The system shall create vacuum by using air from the chassis air brake system through a two-barrel multi-stage internal “venturi nozzles” within the primer body. The noise level during operation of the primer shall not exceed 75 Db.

Air Flow Requirements

The primer shall require a minimum of 13.2 cubic foot per minute air compressor and shall be capable of meeting drafting requirements at high idle engine speed. The air supply shall be from a chassis supplied ‘protected’ air storage tank with a pressure protection valve. The air supply line shall have a pressure protection valve set between 70 to 80 PSIG.

Automatic Primer Control

The 12 volt primer control shall be an “automatic” type, with a pump panel three-way switch to operate an air solenoid valve. The air valve shall direct air pressure from the air brake system to the primer. To prevent freezing, no water shall enter the primer valve control.

The automatic priming switch shall have three positions as follows:

- **“Prime”** – the lower position shall be a momentary “push to prime”. The “Prime” position also allows the operator to “ramp” test the primer without the fire pump being engaged.
- **“Off”** -- center position
- **“Auto-Prime”** – in the upper position, a “green” LED pilot light shall be illuminated when the switch is the auto-prime position. The “Auto-Prime” operates automatically when the pump pressure drops below 20 PSIG. The primer shuts “off” automatically when the pump pressure is re-established and exceeds 20 PSIG. The “Auto” mode only operates when the fire pump is engaged.

Power Requirements

To reduce the electrical power requirements on the fire apparatus the priming system shall be air powered. The system shall not require annual tear-down and maintenance, an electric motor, lubrication, belt drive, or clutch assembly. The maximum current draw shall not exceed 0.5 amps during operation.

Warranty

The primer shall be covered by a five (5) year parts warranty.

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INTAKE RELIEF/DUMP VALVE

One (1) TFT A18 series, 2-1/2" intake relief/dump valve preset at 125 psi shall be permanently installed on the suction side of the fire pump. The valve shall have an adjustment range of 75 psi to 250 psi, and shall be designed to automatically self-restore to a non-relieving position when excessive pressure is no longer present. Discharge side of the intake relief valve shall be plumbed away from the pump operator.

FIRE PUMP COOLING

The fire pump shall be equipped with 3/8" cooling line from the pump to the water tank. This re-circulation line shall be controlled by a pump panel control valve with nameplate label noting it as the "fire pump bypass cooler". There shall be a check valve installed in the pump cooler line to prevent tank water from back flowing into the pump when it is not in use.

CHASSIS ENGINE HEAT EXCHANGER COOLING SYSTEM

The apparatus shall be equipped with a heat exchanger for supplementary chassis engine cooling during fire pump operations. A manually opened valve, mounted at the operator's panel, shall direct water from the fire pump to the heat exchanger that is mounted in the engine radiator cooling hose. The system shall provide cooling water from the fire pump to circulate around the engine radiator coolant without mixing or coming in direct contact with the engine coolant. The unit shall be installed by the chassis manufacturer and connected to the plumbing system by the fire apparatus manufacturer.

A nameplate label shall be installed on the pump panel noting "engine cooling system" with "on-off" opening directions noted.

PUMP ANODES

There shall be sacrificial, zinc anodes in the pump steamer ports which shall protect the pump and piping from electrolysis. These anodes shall also act as screens.

PUMP PLUMBING SYSTEM

The fire pump plumbing system shall be of rigid stainless steel pipe or flexible piping with stainless steel fittings. Mechanical grooved couplings shall be installed to permit flexing of the plumbing system and allow for quick removal of piping or valves for service. Flexible hose couplings shall be threaded stainless steel or mechanical grooved coupling connections.

The fire pump and plumbing shall be hydrostatically tested in compliance to applicable sections of NFPA standards. The test results shall be included in the delivery documentation.

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FIRE PUMP MASTER DRAIN

The fire pump plumbing system and fire pump shall be piped to a single push-pull type master pump drain assembly.

ADDITIONAL LOW POINT DRAINS

The plumbing system shall be equipped with additional low point manually operated drain valves to allow total draining of the fire pump plumbing system. These valves shall be accessible from the side of the vehicle and labeled.

A Class 1 automatic type 3/4" bleeder valve shall be installed for the 2" preconnect hosebed discharge.

An Innovative Controls 3/4" cast bronze quarter-turn drain/bleeder valve shall be installed for the following plumbing:

- 2.5" left side Auxiliary suction intake;
- 2.5" left side and 2.5" right side discharges.

The valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a recessed ID label provision. The handle shall lift to open and push down to close.

STAINLESS STEEL INTAKE MANIFOLD

The suction manifold assembly shall be fabricated with Schedule #10 type 304 stainless steel. All threaded fittings shall be a minimum of Schedule 10 stainless steel. The suction manifold assembly shall have radiused sweep elbows to minimize water turbulence into the suction volute. The suction manifold shall be welded and pressure tested prior to installation. The stainless steel manifold assembly shall be attached to the pump intake volute with a heavy-duty, flexible Victaulic coupling. The stainless steel manifold assembly shall have a ten (10) year warranty.

STAINLESS STEEL DISCHARGE MANIFOLD

The discharge manifold assembly shall be fabricated with minimum of Schedule #10 Type 304 stainless steel. All threaded fittings shall be a minimum of Schedule #40 stainless steel. The discharge manifold assembly shall have radiused sweep elbows to minimize water turbulence. The manifold shall be welded and pressure tested prior to installation. The stainless steel manifold inlet shall be attached to the pump discharge and have additional brackets as required to support the discharge manifold, valves and related components. The stainless steel manifold assembly shall have a ten (10) year warranty.

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HOSE THREADS

The hose threads shall be National Standard Thread (NST) on all base threads on the apparatus intakes and discharges.

LEFT SIDE -- 4" UNGATED MASTER INTAKE

One (1) 4" ungated suction intake shall be installed on the left side pump panel to supply the fire pump from an external water supply. The threads shall be 4" NST male threads. The intake shall be provided with a removable screen. One (1) 4" chrome plated cap shall be provided. The threads shall be NST and the cap shall be equipped long handles

LEFT SIDE -- 2-1/2" GATED INTAKE PERNFPA 1901

One (1) 2-1/2" gated suction intake shall be installed on left side pump panel to supply the fire pump from an external water supply. The control valve shall be a quarter turn ball valve and shall have 2-1/2" NST female thread of chrome plated brass. The intake shall be equipped with a 3/4" drain and bleeder valve. A nameplate label and removable screen shall be installed.

One (1) 2-1/2" chrome plated plug shall be provided. The threads shall be NST and the plug shall be equipped rocker lugs and chain or cable securement.

The valve shall be equipped with one (1) manually operated, swing-type manual control located adjacent the intake. The valve shall be equipped with a color-coded name plate.

WATER TANK TO PUMP LINE: 3"

One (1) 3" water tank to fire pump line shall be provided with a full flow quarter turn ball valve, 3" piping, and with flex hose and stainless steel hose clamps. The tank to pump line shall be equipped with a check valve to prevent pressurization of the water tank. The line shall be flow tested during the fire pump testing and shall meet applicable requirements of NFPA standards. The valve shall be an Akron 8000 Series three-inch (3") valve with a stainless ball.

The tank to pump valve shall be controlled at the pump operator's panel. One (1) Akron valve equipped with a manually operated pull rod, with quarter-turn locking feature shall be provided on the intake. The handle shall be equipped with a color-coded name plate.

FIRE PUMP TO WATER TANK FILL/RECIRCULATION 2" LINE

One (1) 2" fire pump to water tank refill and pump bypass cooler line shall be provided. The valve shall be a full flow quarter turn ball valve with 2" piping and flex hose to tank. The valve control handle shall have a nameplate located near the valve control. One (1) Akron valve equipped with a manually operated pull rod, with quarter-turn locking feature shall be provided on the intake. The handle shall be equipped with a color-coded name plate.

The valve shall be an Akron 8000 Series two-inch (2") valve with a stainless ball.

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2" CROSSLAY DISCHARGE OVER LOW SIDE PUMP COMPARTMENT

A 2" pre-connect hose crosslay shall be installed above the front pump panel compartment of the body above the lower side pump panel compartment, controlled with quarter turn 2" diameter ball valve. The outlet shall be equipped 2" NPT female chucksan swivel x 1-1/2" male NST hose threads.

For valve actuation, the specified discharge shall be equipped with a side mount valve control. The ergonomically designed 1/4 turn push-pull T-handle shall be chrome plated zinc with recessed labels for color coding and signage. The gear-control rod, double laminated locking clips, and rod housing shall be stainless steel and provide true positive lock that will eliminate valve drift. Bronze and Teflon impregnated stainless steel bushings in both ends of rod housing shall eliminate rod deflection, never need lubrication and ensure consistent long-term operation.

The control assembly shall include a decorative chrome-plated zinc panel mounted bezel with recessed color-coded label.

The specified valve shall be an Akron 8000 Series two-inch (2") valve with a stainless ball.

The hosebed floor shall be constructed with a slat material. The hosebed shall provide a minimum capacity of 200 feet of 1-3/4" diameter double jacket hose with hose and nozzle provided by fire department.

REMOVABLE HOSE TRAY FOR PRE-CONNECTED CROSSLAY

The 1-3/4" pre-connect hosebed shall be equipped with a "U" shaped removeable aluminum hose tray. The unit shall be equipped with pull out hand holes and retaining devices to secure the tray, nozzle, and hose in transit. The tray can be pulled out of the left and right side of the apparatus body.

CROSSLAYS END COVERS: 2

Black cargo webbing shall be provided at each end of the crosslay hosebed. The webbing shall be permanently attached on the forward side and have velcro and a grab handle at the rear. A velcro retaining strap on both ends shall be provided. It shall be permanently attached on the cab side at the top of the crosslays with a footman's loop.

LEFT SIDE PUMP PANEL -- 2-1/2" DISCHARGE

One (1) 2-1/2" discharge shall be installed on the left side pump panel area and shall be controlled by a quarter turn ball valve. The discharge shall have 2-1/2" NST male hose threads. A color coded nameplate label shall be provided adjacent the control handle. One (1) chrome plated elbow with rocker lugs shall be provided with 2-1/2" NST swivel female x 2-1/2" NST male hose threads.

One (1) 2-1/2" NST rocker lug chrome plated vented cap and cable or chain securement shall be provided.

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For valve actuation, the specified discharge shall be equipped with a side mount valve control. The ergonomically designed 1/4 turn push-pull T-handle shall be chrome plated zinc with recessed labels for color coding and signage. The gear-control rod, double laminated locking clips, and rod housing shall be stainless steel and provide true positive lock that will eliminate valve drift. Bronze and Teflon impregnated stainless steel bushings in both ends of rod housing shall eliminate rod deflection, never need lubrication and ensure consistent long-term operation.

The control assembly shall include a decorative chrome-plated zinc panel mounted bezel with recessed color-coded label

The specified valve shall be an Akron 8000 Series two and one half-inch (2-1/2") valve with a stainless ball.

RIGHT SIDE PUMP PANEL -- 2-1/2" DISCHARGE

One (1) 2-1/2" discharge shall be installed in the right side front compartment and shall be controlled by a quarter turn ball valve. The discharge shall have 2-1/2" NST male hose threads. A color coded nameplate label shall be provided adjacent the control handle. One (1) chrome plated elbow with rocker lugs shall be provided with 2-1/2" NST swivel female x 2-1/2" NST male hose threads.

One (1) 2-1/2" NST rocker lug chrome plated vented cap and cable or chain securement shall be provided.

.For valve actuation, the specified discharge shall be equipped with a side mount valve control. The ergonomically designed 1/4 turn push-pull T-handle shall be chrome plated zinc with recessed labels for color coding and signage. The gear-control rod, double laminated locking clips, and rod housing shall be stainless steel and provide true positive lock that will eliminate valve drift. Bronze and Teflon impregnated stainless steel bushings in both ends of rod housing shall eliminate rod deflection, never need lubrication and ensure consistent long-term operation.

The control assembly shall include a decorative chrome-plated zinc panel mounted bezel with recessed color-coded label.

DISCHARGE GAUGES:

All discharges shall be equipped with a 2-1/2" IC discharge pressure gauges (0-400 PSI). The face of the gauge shall be a WHITE dial with black letters. The gauges will be located on the pump instrument panel.

PRESSURE GOVERNOR AND ENGINE-PUMP MONITORING

One (1) Fire Research InControl series TGA300 pressure governor and monitoring display kit shall be installed. The kit shall include a control module, intake pressure sensor, discharge pressure sensor, and cables. The control module case shall be waterproof and have dimensions not to exceed 5 1/2" high by 10 1/2" wide by 2" deep. Inputs for monitored information shall be from a J1939 databus or independent sensors. Outputs for engine control shall be on the J1939 databus or engine specific wiring.

The following continuous displays shall be provided:

- Pump discharge; shown with four daylight bright LED digits more than 1/2" high

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- Pump Intake; shown with four daylight bright LED digits more than 1/2" high
- Pressure / RPM setting; shown on a dot matrix message display
- Pressure and RPM operating mode LEDs
- Throttle ready LED
- Engine RPM; shown with four daylight bright LED digits more than 1/2" high
- Check engine and stop engine warning LEDs
- Oil pressure; shown on a dual color (green/red) LED bar graph display
- Engine coolant temperature; shown on a dual color (green/red) LED bar graph display
- Transmission Temperature; shown on a dual color (green/red) LED bar graph display
- Battery voltage; shown on a dual color (green/red) LED bar graph display.

The dot-matrix message display shall show diagnostic and warning messages as they occur. It shall show monitored apparatus information, stored data, and program options when selected by the operator. All LED intensity shall be automatically adjusted for day and night time operation.

The program shall store the accumulated operating hours for the pump and engine to be displayed with the push of a button. It shall monitor inputs and support audible and visual warning alarms for the following conditions:

- High Battery Voltage
- Low Battery Voltage (Engine Off)
- Low Battery Voltage (Engine Running)
- High Transmission Temperature
- Low Engine Oil Pressure
- High Engine Coolant Temperature
- Out of Water (visual alarm only)
- No Engine Response (visual alarm only).

The program features shall be accessed via push buttons located on the front of the control panel. There shall be an USB port located at the rear of the control module to upload future firmware enhancements.

Inputs to the control panel from the pump discharge and intake pressure sensors shall be electrical. The discharge pressure display shall show pressures from 0 to 600 psi. The intake pressure display shall show pressures from -30 in. Hg to 600 psi.

The governor shall operate in two control modes, pressure and RPM. No discharge pressure or engine RPM variation shall occur when switching between modes. A throttle ready LED shall light when the interlock signal is recognized. The governor shall start in pressure mode and set the engine RPM to idle. In pressure mode the governor shall automatically regulate the discharge pressure at the level set by the operator. In RPM mode the governor shall maintain the engine RPM at the level set by the operator except in the event of a discharge pressure increase. The governor shall limit a discharge pressure increase in RPM mode to a maximum of 30 psi. Other safety features shall include recognition of no water conditions with an automatic programmed response and a push button to return the engine to idle.

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The pressure governor, monitoring and master pressure display shall be programmed to interface with a specific engine.

FACTORY FIRE PUMP TEST

The fire pump shall undergo factory pump certification tests per applicable sections of NFPA standards, prior to delivery of the completed apparatus.

The factory pump testing certificate shall be furnished with the apparatus on delivery.

SIDE MOUNT PUMP ENCLOSURE FORWARD OF THE L1 COMPARTMENT

All pump suction and discharge controls are to be mounted on the driver side pump operator's panel so as to permit operation of the pump from a central location. The control panel shall be located in front of the left side lower compartment of the apparatus. Panel shall house pressure gauge and controls for the pump, including throttle. Panel shall have an anodized aluminum shield with adequate illumination for nighttime operation. The lights shall be controlled by the operator's panel light switch. The valve controls shall be neatly arranged for access and visibility. All controls shall be clearly marked with permanent type labels and color-coded. The electrical wiring and all gauge lines shall be properly tie wrapped to prevent kinking or cutting of the lines.

The following controls and equipment as specified in the specifications, shall be provided on the pump panel or within the pump enclosure:

- Primer.
- Pump and plumbing area service lights.
- Pressure control device and throttle control.
- Fire pump and engine instruments.
- Pump intakes and discharge controls.
- Master intake and discharge gauges.
- Tank fill control.
- Tank suction control.
- Water tank level gauge.
- Pump panel lights.

LEFT SIDE PUMP PANEL -- BOLTED

The pump panel installed on the left hand side of the pump enclosure shall be fastened to the pump enclosure with 1/4" stainless steel bolts. The pump operator's panel shall be constructed of 14 gauge #304 brushed stainless steel and be fastened to the pump enclosure with 1/4" stainless steel bolts.

The instrument area shall have a stainless steel continuous hinge that shall swing for easy access to gauges.

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PUMP PANEL TRIM PANELS

Stainless steel intake and discharge trim rings shall be installed to the apparatus with mounting bolts. These assemblies will be used to identify intake and discharge ports with color and verbiage, using separate identification tags protected by chrome plated bezels. These trim rings are designed and manufactured to withstand the environment and shall be backed by a warranty equal to that of the exterior paint and finish. All labels shall be backed with 3M permanent adhesive (200MP), which meets UL969 and NFPA standards.

LABELS

Safety, information, data, and instruction labels for apparatus shall be provided and installed at the operator's instrument panel. Innovative Controls permanent type nameplates and instruction panels shall be installed on the pump panel for safe operation of the pumping equipment and controls.

The labels shall include rated capacities, pressure ratings, and engine speeds as determined by the certification tests. The no-load governed speed of the engine, as stated by the engine manufacturer, shall also be included.

The labels shall be provided with all information and be attached to the apparatus prior to delivery.

Discharge and intake valve controls shall be color coded in compliance to guidelines of applicable sections of NFPA standards.

MASTER DISCHARGE AND INTAKE GAUGES

Two (2) 4" diameter IC discharge pressure and intake gauges (30"-0-600 PSI) shall be provided. The face of the gauge shall be a WHITE dial with black letters. The gauges will be located on the pump instrument panel.

The master gauges shall have clear scratch resistant molded crystals with captive O-ring seals shall be used to ensure distortion free viewing and to seal the gauge. The gauges shall be filled with a synthetic mixture to dampen shock and vibration, lubricate the internal mechanisms, prevent lens condensation and ensure proper operation from -40°F to +160°F. Each gauge shall exceed ANSI B40.1 Grade A requirements with an accuracy of +/- 1.5% full scale and include a size appropriate phosphorous bronze bourdon tube with a reinforced lap joint and large tube base to increase the tube life and gauge accuracy. A polished chrome-plated brass bezel shall be provided to prevent corrosion and protect the lens and gauge case.

TEST TAPS

Test taps for pump intake and pump pressure shall be provided on the pump instrument panel and be properly labeled.

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MIDSHIP PUMP PANEL LIGHTS -- LEFT SIDE

Three (3) Techiq E10-W0001-1 or equal LED lights with clear lenses shall be installed under an instrument panel light hood on the left side pump panel. The lights shall be controlled by a switch located on the operator's instrument panel. One (1) pump panel light shall be illuminated at the time the fire pump is engaged into operation. The remaining lights shall be controlled by a switch located on the operator's instrument panel.

WATER TANK GAUGE ON PUMP PANEL

One (1) Fire Research TankVision Pro model WLA300-A00 tank indicator kit shall be installed on the pump panel. The kit shall include an electronic indicator module, a pressure sensor, and a 10' sensor cable. The indicator shall show the volume of water in the tank on nine (9) easy to see super bright RGB LEDs. A wide view lens over the LEDs shall provide for a viewing angle of 180 degrees. The indicator case shall be waterproof, manufactured of Polycarbonate/Nylon material, and have a distinctive blue label.

The program features shall be accessed from the front of the indicator module. The program shall support self-diagnostics capabilities, self-calibration, six (6) programmable colored light patterns to display tank volume, adjustable brightness control levels and a datalink to connect remote indicators. Low water warnings shall include flashing LEDs at 1/4 tank, down chasing LEDs when the tank is almost empty, and an output for an audio alarm.

The indicator shall receive an input signal from an electronic pressure sensor. The sensor shall be mounted from the outside of the water tank near the bottom. No probe shall place on the interior of the tank. Wiring shall be weather resistant and have automotive type plug-in connectors.

WATER TANK GAUGE ON REAR OF BODY NEAR THE DUMP VALVE

One (1) Fire Research TankVision Pro model WLA300-B00 tank indicator kit shall be installed on the rear of the apparatus body. The kit shall include an electronic indicator module and a 10' sensor cable. The indicator shall show the volume of water in the tank on nine (9) easy to see super bright RGB LEDs. A wide view lens over the LEDs shall provide for a viewing angle of 180 degrees. The indicator case shall be waterproof, manufactured of Polycarbonate/Nylon, and have a distinctive blue label.

The remote indicator shall receive input information over a datalink from a Fire Research TankVision primary indicator model WLA300-A00 or WLA400-A00. It shall mirror the primary indicator. A 10' cable shall be provided to connect the datalink. The remote indicator shall have the same program as the primary so that the two indicators are interchangeable.

WATER TANK

The apparatus shall be equipped with a "T" shaped tank.

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WATER TANK - 3000 GALLON

The apparatus shall be equipped with a three-thousand (3000) gallon polypropylene water tank. The tank shall be equipped with a four-inch (4") overflow pipe (a six-inch (6") overflow pipe shall be provided if required by dump valve installation).

Water Tank, Base Specs, Poly

The apparatus shall be equipped with a polypropylene water tank. The tank body and end bulkheads shall be constructed of .75" thick, polypropylene, nitrogen-welded and tested inside and out. Tank construction shall conform to applicable NFPA standards. The tank shall carry a lifetime warranty.

The transverse and longitudinal .375" thick swash partitions shall be interlocked and welded to each other as well as to the walls of the tank. The partitions shall be designed and equipped with vent holes to permit air and liquid movement between compartments.

The .5" thick cover shall be recessed .375" from the top of the side walls. Hold down dowels shall extend through and be welded to both the covers and the transverse partitions, providing rigidity during fast fill operations. Drilled and tapped holes for lifting eyes shall be provided in the top area of the booster tank.

A combination vent/water fill tower shall be provided at front of the tank. The 0.5" thick polypropylene fill and overflow tower shall be equipped with a hinged lid and a removable polypropylene screen. The overflow tube shall be installed in fill tower and piped with a minimum schedule 40 PVC pipe through the tank.

The water tank sump shall be located in the forward area of the tank. There will be a schedule 40 polypropylene tank suction pipe from the front of the tank to the tank sump. The tank drain and clean out shall be located in the bottom of the tank sump. The sump shall have a minimum 3" threaded outlet on the bottom to be used for a combination clean out and drain.

The pump to tank refill connection shall be sized to mate with tank fill discharge line. A deflector shield inside the tank will also be provided.

The tank shall rest on the body cross members in conjunction with such additional cross members, spaced at a distance that would not allow for more than 530 square inches of unsupported area under the tank floor. In cases where overall height of the tank exceeds 40 inches, cross member spacing must be decreased to allow for not more than 400 square inches of unsupported area.

The tank must be isolated from the cross members through the use of hard rubber strips with a minimum thickness and width dimension of 1/4" x 1" and a hardness of approximately 60 durometer. The rubber must be installed so it will not become dislodged during normal operation of the vehicle. Additionally, the tank must be supported around the entire bottom outside perimeter and captured both in the front and rear as well as side to side to prevent tank from shifting during vehicle operation.

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A picture frame type cradle mount with a minimum of 2" x 2" x 1/4" mild steel, stainless steel, or aluminum angle shall be provided or the use of corner angles having a minimum dimension of 4" x 4" x 1/4" by 6" high are permitted for the purpose of capturing the tank.

Although the tank is designed on a free floating suspension principle, it is required that the tank have adequate vertical hold down restraints to minimize movement during vehicle operation. If proper retention has not been incorporated into the apparatus hose floor structure, an optional mounting restraint system shall be located on top of the tank, half way between the front and the rear on each side of the tank. These stops can be constructed of steel, stainless steel or aluminum angle having minimum dimensions of 3" x 3" x 1/4" and shall be approximately 6" to 12" long. These brackets must incorporate rubber isolating pads with a minimum thickness of 1/4" inch and a hardness of 60 durometer affixed on the underside of the angle. The angle should then be bolted to the body side walls of the vehicle while extending down to rest on the top outside edge of the upper side wall of the tank.

Hose beds floors must be so designed that the floor slat supports extend full width from side wall to side wall and are not permitted to drop off the edge of the tank or in any way come in contact with the individual covers where a puncture could occur. Tank top must be capable of supporting loads up to 200 lbs per sq. foot when evenly distributed. Other equipment such as generators, portable pumps, etc. must not be mounted directly to the tank top unless provisions have been designed into the tank for that purpose. The tank shall be completely removable without disturbing or dismantling the apparatus structure.

Water Tank, Manufacturer, UPF, Poly

The tank construction shall include PolyProSeal™ technology wherein a sealant shall be installed between the plastic components prior to being fusion welded. This sealing method shall provide a liquid barrier, offering leak protection in the event of a weld compromise.

The tank shall be equipped with Polychromatic fill towers. The water fill tower shall be blue in color. The foam tank fill towers, if applicable, shall be yellow for foam A and green for foam B and black for any additional foam fill towers.

The water tank shall be certified for the capacity of the water tank prior to delivery of the apparatus. This capacity shall be recorded on the manufacturer's record of construction and the certification shall be provided to the purchaser when the apparatus is delivered.

The tank shall be manufactured by United Plastic Fabricating (UPF).

WATER TANK FILL TOWER

A fill tower measuring approximately 10" x 10" square shall be provided on the water tank up to and including 3500 gallons total capacity.

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DIRECT TANK FILL: 2.5" LEFT REAR

One (1) 2-1/2" diameter direct tank fill inlet shall be provided, including a 2-1/2" female NH swivel, plug and screen.

The valve shall be equipped with one (1) manually operated, swing-type manual control located adjacent the intake. The valve shall be equipped with a color-coded name plate.

The valve shall be located and controlled on the left side rear of body. The valve shall be an Akron 8000 Series two and one half-inch (2-1/2") valve with a stainless ball.

DIRECT TANK FILL: 2.5" RIGHT REAR

One (1) 2-1/2" diameter direct tank fill inlet shall be provided, including a 2-1/2" female NH swivel, plug and screen.

The valve shall be equipped with one (1) manually operated, swing-type manual control located adjacent the intake. The valve shall be equipped with a color-coded name plate.

The valve shall be located and controlled on the right side rear of body. The valve shall be an Akron 8000 Series two and one half-inch (2-1/2") valve with a stainless ball.

DIRECT TANK FILL: RIGHT REAR 4"

One (1) 4.0" diameter direct tank fill inlet shall be provided. The inlet shall have a 4.0" diameter slow-close gear operated valve and shall include a 4" NSTM male adapter and cap. One (1) lightweight aluminum adapter shall be provided. Threads shall be: 4" Storz with lugs with manual locks x 4" female swivel NST with rocker lugs.

One (1) 4" lightweight aluminum Storz cap with cable or chain securement shall be provided.

The valve and control handle shall be located at the rear of the apparatus body. The fill line shall have an "in-tank" slow fill safety protection system to protect the tank during filling for high flow conditions.

QUICK DUMP 10" - REAR

One (1) Newton 10" quick dump valve shall be provided and externally mounted. The location shall be at the center rear of the apparatus.

One (1) single electric operated control shall be provided to open and close the rear dump valve. The switch shall be conveniently located on the apparatus body near the valve.

The Newton dump valve installed on the water tank shall be painted grey.

One (1) swivel dump shall be fabricated with .125" aluminum and attached to the Newton Quick Dump.

The swivel dump shall have the ability to dump water from the driver's side or the officer's side and any point in between. The swivel dump is 70 inches long when fully extended. The swivel dump shall have an extension

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that is hinged and can be folded up when the dump is not in use. The dump shall have the ability to be stowed on either the driver's side or the officer's side of the truck. The latch that holds the extension in the stowed position shall also help support the swivel dump extension.

When the extension is in the down and extended position, there shall be no less than a 34 inch clearance from level ground to the bottom of the dump to ensure that there is enough clearance for the swivel dump to offload into all portable drop tanks.

The dump shall meet NFPA requirements for water delivery on three sides of the vehicle.

APPARATUS BODY AND HOSEBED

HEAVY DUTY ALUMINUM BODY

The body shall be fabricated of aluminum extrusions, smooth aluminum sheet and aluminum treadplate.

The aluminum extrusion alloy shall be 6061 with a temper rating of T6, and have a tensile strength of 45,000 PSI and yield strength of 40,000 pounds. The aluminum extrusions shall 3" x 3" aluminum tubing, 1-3/4" x 3" aluminum tubing and 3" x 3" aluminum angle and specially designed extrusions, up to .250" wall thickness where applicable.

The smooth aluminum sheet material alloy shall be 5052 with a temper rating of H32, and have a tensile strength of 33,000 PSI and yield strength of 28,000 pounds.

The aluminum treadplate alloy shall be 3003 with a temper rating of H22, and have a tensile strength of 30,000 PSI and yield strength of 28,000 pounds.

The extrusions shall be designed as structural-framing members with the smooth aluminum and treadplate fabricated to form compartments, hosebeds, and floors. All aluminum material shall be welded together using the latest mig spray pulse arc welding system.

Compartment floors shall be of the sweep out design with the floor higher than the compartment door lip and to be water and dust proof. All compartments shall be made to the maximum practical dimensions to provide maximum storage capacity. To ensure maximum storage space, the apparatus shall be constructed without any void spaces between the body and the compartment walls. Double wall construction does not meet this requirement.

All exterior compartments shall have polished aluminum drip moldings installed above the doors where necessary to prevent water from entering the compartments.

Wheel well panels shall be formed aluminum that are welded in place. There shall be no visible bolt heads, retention nuts or fasteners on the exterior surface of the panel. To fully protect the wheel well area from road

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debris and to aid in cleaning, a full depth radius wheel well liner shall be provided. The frame side of the wheel well area on each side of the opening shall be attached to the frame side of the front and rear compartments. All seams on the frame side of the body shall be welded and caulked to prevent moisture from entering the compartments.

The rear wheel wells shall be radius cut for a streamlined appearance. A fenderette shall be furnished at each rear wheel well opening, held in place with stainless steel fasteners.

FASTENERS

All aluminum and stainless steel components shall be attached using stainless steel fasteners.

Compartment door hinges, handrails and running boards shall be attached using minimum 1/4" diameter machine bolt fasteners.

3/16" diameter fasteners shall only be used in nonstructural areas such as; door handles, trim moldings, gauge mounting, etc.

The width of the body hosebed shall be 74".

ALUMINUM HOSEBED

The main apparatus hose body shall run the full length of the apparatus body from behind the pump panel area to the rear face of the body.

The hose bed compartment deck shall be constructed entirely from maintenance-free, extruded aluminum slats. The slats shall have an anodized, radiused ribbed top surface. The slats shall be of widths approximately 3/4" high x 6" wide and shall be assembled into a one-piece grid system to prevent the accumulation of water and allow ventilation to assist in drying hose.

The apparatus hose body shall be properly reinforced without the use of angles or structural shapes and free from all projections that might injure the fire hose.

The upper rear interior of the hose body on the right and left sides shall be overlaid with brushed stainless steel to protect the painted surface from damage by hose couplings.

The hose bed shall be designed to have a storage capacity for a minimum of 55 cubic feet of fire department supplied fire hose.

ALUMINUM HOSEBED DIVIDER

One (1) adjustable hosebed divider constructed of .250" aluminum shall be installed on the apparatus.

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VINYL HOSEBED COVER

The apparatus shall be equipped with a vinyl hosebed cover with a weighted rear flap.

The cover, approximately 74" wide, shall be secured utilizing a Velcro fastening system at the front and sides of the hosebed body.

The vinyl cover shall be red in color.

ROLL UP DOOR CONSTRUCTION

Compartment doors shall be equipped with AMDOR™ brand roll-up doors complete with the following features:

1" aluminum double wall slats with continuous ball & socket hinge joint designed to prevent water ingress and weather tight recessed dual durometer seals,

Double wall reinforced bottom panel with stainless steel lift bar latching system, bottom panel flange with cut-outs for ease of access with gloved hands, reusable slat shoes with positive snap-lock securement, smooth interior door curtain to prevent equipment hang-ups,

One-piece aluminum door track / side frame, top gutter with non-marring seal, non-marring recessed side seals with UV stabilizers to prevent warpage ,

Dual leg bottom seal, with all wear component material to be Type 6 Nylon.

COMPARTMENT FLOORS

The compartment floors shall be constructed of aluminum treadplate material.

HEAVY DUTY GALVANIZED SUB-FRAME

The apparatus body subframe shall be constructed entirely of heavy steel structural channel material. Two full frame lengths, three-inch (3") 3.4 pound per foot longitudinal steel channels shall form the sides of the body subframe and sides of the water tank cradle. Subframe crossmembers shall be fabricated with three inch (3") 3.4 pound per foot heavy steel channel cross members welded to the longitudinal body subframe sides and the full length frame pads.

Two full frame length 1/2" x 3" flat steel frame pads shall be attached to the body subframe and rest on top of the chassis frame rails for proper frame weight distribution.

The steel frame pads, longitudinal steel channels and subframe crossmembers shall be attached to the chassis frame rails using heavy "U" bolt fasteners to allow removal of the subframe and body assembly from the chassis. There shall be a barrier provided between the subframe and body to prevent electrolysis.

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The rear subframe and lower body platform support members shall be of the "two piece" design, fabricated of 3.4 lb. Per foot heavy channel and welded to the full length subframe channel liners at the rear.

A minimum of two rear platform support channels shall be provided and constructed of 3.4 lb. Per foot heavy steel material. Each support channel shall have welded in gusset where the support meets the rear subframe rails.

After fabrication the entire subframe assembly shall be hot dip galvanized to prevent corrosion. The hot dip galvanized subframe shall have a lifetime warranty against failure due to corrosion.

This steel subframe shall carry the weight of the apparatus body, tank, water and equipment. This method of apparatus construction gives an excellent strength/weight ratio.

COMPARTMENT HEIGHT

The left side and right side body compartments shall be 45" high.

COMPARTMENT DIMENSIONS:

Reference engineering blueprint supplied with this bid.

LEFT FRONT COMPARTMENT

There shall be one (1) low compartment located ahead of the rear wheels directly behind the driver side pump compartment. The compartment shall be equipped with a low single natural finish roll up door.

LEFT REAR COMPARTMENT

There shall be one (1) low compartment located behind the rear wheels. The compartment shall be equipped with a low single natural finish roll up door.

RIGHT FRONT COMPARTMENT

There shall be one (1) low compartment located ahead of the rear wheels. The compartment shall be equipped with a low single natural finish roll up door.

A portion of the rear wall shall be removeable for access to the pump system.

RIGHT REAR COMPARTMENT

There shall be one (1) low compartment located behind the rear wheels. The compartment shall be equipped with a low single natural finish roll up door.

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COMPARTMENT VENTILATION

One (1) louver with filter shall be installed in each body compartment.

REAR BODY DESIGN

The rear of the apparatus body shall be of the flat back design.

REAR STEP

A 10" deep step surface shall be provided at the rear of the apparatus body, bolted in place and easily removable for replacement or repair. The tailboard shall be constructed of .188" aluminum diamond plate or equal non-slip surface in compliance with NFPA #1901 standards. A label shall be provided warning personnel that riding on the rear step while the apparatus is in motion is prohibited.

TANDEM AXLE WHEEL AREA

For ease of accessibility and maintenance, wheel well panels shall be double break formed painted smooth plate aluminum that is welded in place. To fully protect the wheel well area from road debris and to aid in cleaning, a full depth (minimum of 25") radius wheel well liner shall be provided. Wheel well liner shall be smooth aluminum to prevent corrosion.

REAR FENDERETTES

The rear wheel wells shall be radius cut for a streamlined appearance. A polished aluminum fenderette shall be furnished at each rear wheel well opening, held in place with concealed stainless steel fasteners.

COMPARTMENT LIGHTS: ALL COMPARTMENTS TO HAVE 2 LIGHTS

Two (2) LUMA BAR vertically mounted roll-up compartment LED door lights shall be installed, one each side of the door opening. The compartment lights shall be integrated into the roll-up door tracks with the light actuation with the door opening. The lights shall have a polycarbonate lens to eliminate breakage from impact and eliminate heat build up. The compartment light will be controlled by a magnetic "On-Off" switch located on each compartment door.

REAR ENCLOSED SUCTION HOSE COMPARTMENT FOR TWO (2) 10' X 4" SUCTION HOSES

A hard suction hose compartment shall be provided at the rear of the apparatus, CENTERED above the dump chute. The design shall allow the hose to be individually removed from the rear of the apparatus. The hard suction hose compartment shall have a hinged smooth aluminum plate door with push to latch door catches.

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The hinged door FOR THE SUCTION HOSE COMPARTMENT shall be constructed of smooth aluminum plate, with chevron striping applied to match the rear of the apparatus body.

PORTABLE WATER TANK MOUNTING SYSTEM

There shall be one (1) ZICO Quic-Lift Hydraulic Portable Tank System, Model PTS-HA storage carrier provided on the left side of the booster tank and above the lower compartments to carry a portable folding tank. The tank carrier shall hold the folding tank in the vertical position for travel, and fold down over the lower body side for loading and unloading. The folding tank storage carrier shall be provided without a cover or enclosure for the folding tank. The folding tank carrier shall have two high strength aluminum casting sets, dual self-contained hydraulic actuators and a PTS-HA-CH center hinge. The hydraulic actuators shall be controlled with a weather-tight momentary switch located on left side of the body. There shall be a reinforcement plate installed on the compartment top where the folding tank carrier is attached. The Quic-Lift Hydraulic Portable Tank System shall be capable of being lowered manually if a failure occurs.

The rack shall be sized to accommodate a 3500 gallon portable tank.

REAR HOSEBED ACCESS STEPS

Three (3) folding steps of die cast high-strength zinc/aluminum alloy, plated with a superior automotive grade chrome finish shall be provided. The greater than 42 sq. in. serrated non-skid step traction area also offers an oversized non-slip grasp hand-hold. A heavy duty stainless steel spring design firmly holds the step in the open or closed positions. A rubber stop prevents any transit noise and rattles in the closed position. Step lighting shall be from a LED light mounted above the step. The step has been third part tested to assure conformation of NFPA 1901 and FHA, 49CFR specifications for stepping surfaces and handhold. The steps shall be installed on the rear left side of the body.

UPPER REAR INTERMEDIATE HOSEBED ACCESS STEP

An intermediate fixed step shall be provided at the rear of the apparatus body, bolted in place and easily removable for replacement or repair. The intermediate step shall be constructed of .188" polished aluminum diamond plate or equal non-slip surface in compliance with NFPA #1901 standards and be approximately 8" deep x 68" wide.

HOSEBED ACCESS HANDRAILS

Two (2) extruded aluminum non-slip handrails, approximately 48" in length, shall be provided and vertically mounted on the rear of the apparatus, one (1) on each side of the body.

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HANDRAIL BELOW HOSEBED

One (1) extruded aluminum non-slip handrail, approximately 48" in length, shall be provided and horizontally mounted below the hosebed on the rear of the apparatus.

HANDRAILS TOP OF HOSE BED SIDES

Two (2) extruded aluminum non-slip handrails, approximately 12" in length, shall be provided and mounted, one (1) each side on the top of the hose bed sides, at the rear of the apparatus body.

FRONT BODY PROTECTION PANELS

Aluminum tread plate overlays and panels shall be installed on the front of the body compartment from the lower edge to the top of the compartment doors.

REAR BODY PANELS

The rear body panels of the body shall be a smooth material, to allow for the proper application and installation of a "Chevron" stripe on the rear.

SIDE BODY CATWALKS

Aluminum tread plate catwalks shall be installed on the top of the side compartments. The catwalks shall be coated with black Linex material.

EXTRUDED ALUMINUM RUB RAILS

Full body length polished aluminum rub rails shall be bolted in place on the lower right and left body sides. The side rub rails shall be a heavy extruded aluminum "C" channel.

There shall be nylon spacers provided between the rub rail and the body. This shall allow wash out and replacement in the event of damage.

BODY PAINT PROCESS

All bright metal fittings, if unavailable in stainless steel shall be heavily chrome plated. Iron fittings shall be copper plated prior to chrome plating. If applicable, any and all accessory times shall be removed from the body prior to cleaning and painting. Any accessory items that are to be painted, shall be painted separately and installed after the body is painted and cured.

All seams shall be caulked, both inside and along the exterior edges, with a urethane automotive sealant to prevent moisture from entering between any body panels.

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The body and all parts shall be thoroughly washed with a grease cutting solvent (PPG CFX436) prior to any sanding. After the body has been sanded and the weld marks and minor imperfections are filled and sanded, the body shall be washed again with (PPG CFX436) to remove any contaminants on the surface.

The next two to four coats (depending on need) shall be a PPG DelFleet F4936 High Solids Epoxy Gray Primer. The film build shall be 4-6 mils when dry. The primer surfacer coat, after appropriate dry time, shall be sanded with 320-600 grit sandpaper to ensure maximum gloss of the paint. The last step is the application of at least three coats of PPG DelFleet polyurethane FBC-color, the film build being 2-3 mils dry. Followed by three coats PPG DelFleet F3906 high build clear, the film build being 2-3 mils dry. This shall provide a UV barrier to prevent fading and chalking.

All products and technicians are certified by PPG every two (2) years.

APPARATUS COLOR

The freightliner cab shall be painted 2-tone with the paint break and the colors matching current Sumter County apparatus.

The apparatus body shall be painted red to match current Sumter County apparatus.

INTERIOR COMPARTMENT FINISH

The Four (4) apparatus side compartment interiors are to be painted with a spatter finish material. The compartments shall be cleaned with a grease remover, and then the surface sanded and prepared for painting. The compartment shall be provided with two (2) coats of white epoxy. The compartments are then coated with a splatter paint.

WHEEL PAINTING

The exterior faces of the front wheels and outer rear wheels only, shall be finish painted to match the apparatus body. Wheels shall be properly prepared and finished with primer coats and top coats as specified.

TOUCH-UP PAINT

One (1) two (2) ounce bottle of touch-up paint shall be furnished with the completed truck at final delivery.

SCOTCHLITE REFLECTIVE LETTERING

The lettering shall be applied with Scotchlite reflective material matching current Sumter County apparatus.

A quantity of fifty (50), four (4) inch letters are to be placed on the cab and on the body as directed by fire department.

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18" LARGE SCOTCHLITE REFLECTIVE LETTERING: APPARATUS NUMBERS

The lettering shall be applied with Scotchlite reflective material

A quantity of SIX (6) letters are to be placed on the the body as directed by fire department. The letters shall be between eight and twelve inches in height.

INSTALL CUSTOMER SUPPLIED DECALS

Factory installation of the purchaser supplied decals shall be provided as specified.

REFLECTIVE STRIPING

A 1" x 4" x 1" wide 3M brand Scotchlite reflective multi-stripe shall be affixed to the perimeter of the vehicle. There shall be no gap between each of the stripes. Striping shall conform to applicable NFPA requirements. At least 50% of the perimeter length of each side and width of the rear, and at least 25% of the perimeter width of the front of the vehicle shall have reflective striping. The striping shall be applied in a large "Z" pattern. The striping colors shall match current Sumter County apparatus.

CHEVRON STRIPING: BUMPER

The front bumper shall have Oralite V98 reflective red and lime/yellow striping installed. The chevron style striping shall be applied at a 45-degree upward angle.

CHEVRON STRIPING: REAR BODY

The entire rear portion of the body shall have Oralite V98 reflective red and lime/yellow striping installed. The chevron style striping shall be applied at a 45-degree upward angle pointing towards the center upper portion of the rear panel.

INTERIOR CAB DOOR CHEVRON

Reflective striping shall be installed on the interior of each chassis door. The lower portion of the doors shall have a scotchlite red and yellow chevron striping applied to it. A reflective stripe shall also be applied on the vertical outer edge of each cab door.

YELLOW SAFETY TAPE - STANDING & WALKING SURFACES

The apparatus shall be NFPA standard 15.7.1.6 designating any horizontal standing or walking surface higher than 48-in (1220 mm) from the ground and not guarded by railing or structure at least 12-in (300 mm) high shall have at least a 1-in (25 mm) wide safety yellow line delineation that contrasts with the background to mark the outside perimeter of the designated standing or walking surface area, excluding steps and ladders.

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NPFA 1901 EQUIPMENT

The following NFPA 1901 Equipment for a mobile water supply apparatus shall be provided.

ELKHART F-327-A 2.5" DOUBLE FEMALE LW ROCKER LUG ADAPTOR: 1

2.5" LW ROCKER LUG DBL ELKHART M-327-A 2.5" DOUBLE MALE ADAPTOR: 1

WHEEL CHOCKS WITH MOUNTS

A pair of Zico Model SAC-44 Quic-Chok folding wheel chocks shall be provided and mounted under the apparatus body with model SQCH-44H horizontal mounting brackets.

KOCHEK SPANNER WRENCHES WITH HOLDERS: 3

One (1) Kochek model K35-3 wrench holder shall be provided and installed on the rear of the body. Each holder shall include two hose wrenches and one hydrant wrench shall be provided.

Two (2) Kochek model KS-46-2 spanner wrench sets with brackets shall be provided and installed, one each side of the body near each pump compartment housing.

KOCHEK STORZ SPANNER WRENCH SET WITH HOLDER: 1

One (1) KOCHEK model KS-34 wrench holder shall be provided and installed on the rear of the body. The holder shall include two (2) 4"-5" combination hose storz wrenches.

RUBBER MALLETT

One (1) short handled rubber mallet shall be provided with a mounting bracket.

MOUNTING FOR HAND TOOLS

Mounting of hand tools shall be performed by the apparatus manufacturer.

2.5" TRI-LOCK MOUNTING PLATE: 1

SUCTION HOSES: 2

Two (2) 4.0" x 10 foot length of PVC flexible suction hose shall be supplied. The suction hoses shall have light weight couplings provided.

Light weight aluminum couplings shall be provided on the suction hose. A long handle female swivel shall be provided on one end and a rocker lug male shall be provided for the other end.

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STRAINER

One (1) Kochek Model BS40 barrel strainer shall be provided. The strainer shall be constructed from aluminum with K-Brite finish and include a tie off loop on the end plate. The strainer shall be provided with a 4.0" NST female coupling.

FOLDING PORTABLE WATER TANK

One (1) 3500 gallon, 22 oz vinyl, portable water tank shall be provided. The tank shall include an aluminum support frame.

FIRE EXTINGUISHER

One (1) 20# ABC dry chemical fire extinguisher shall be provided with mounting. The extinguisher shall have a pressure gauge and filled with a dry chemical extinguishing agent.

FIRST AID KIT

One (1) basic first aid kit shall be provided with the apparatus.

EMERGENCY ROAD KIT

One (1) DOT emergency kit shall be provided with the completed apparatus and shall include a 2.5 BC fire extinguisher and three reflective triangles.

OCCUNOMIX TRAFFIC VESTS: 2

Two (2) NFPA required traffic vests will be supplied.

MANUFACTURER: Occunomix

MODEL: FIRE Public Sfaety

Compliance: ANSI/ISEA 207

Features: Mic tab, clear badge chest pocket with closure, radio chest pocket

VIZCON 28" REFLECTIVE 6" SPRING CONE TRAFFIC CONES: 5

Five (5) NFPA required fluorescent orange traffic cones will be supplied.

MANUFACTURER: VizCon

LIFEPAK CR-PLUS AED

The NFPA required AED (automatic external defibrillator) will be supplied.

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MANUFACTURER: PHYSIO CONTROL
MODEL: LIFEPAK CR-PLUS

1-3/4" NORTH AMERICAN FIRE HOSE : D-BAK 800

Four (4) 50' length of 1-3/4" double jacket fire hose shall be supplied. The hose shall have rocker lug couplings. The couplings shall be lightweight aluminum threaded couplings.

North American Fire Hose model D-Bak 800 Yellow

3" ALL AMERICAN HOSE: 300-FEET

Six (6) 50' length of 3" double jacket fire hose shall be supplied. The hose shall have rocker lug couplings. The couplings shall be lightweight aluminum threaded couplings.

ALL AMERICAN HOSE MODEL 8D3X50B25N, COLOR BLUE, HOSE.

ELKHART HANDLINE NOZZLE: 4000-14

One (1) Elkhart Model 4000-14 1-1/2" handline nozzle with pistol grip shall be provided. Nozzle shall be constructed of durable, hard anodized, lightweight Elk-O-Lite®; shall have heat-tempered, stainless steel spring mechanism shall have an outside unobstructed waterway, which reacts automatically to water flow and delivers that water flow efficiently throughout the flow range; shall have infinite pattern selection from straight stream to full fog; shall be capable of flushing without shutting down; shall have replaceable spinning teeth; shall have highly visible, protective, urethane bumper; shall have ball with adjustable neoprene seat; shall have rugged aluminum bronze shut-off handle with double stops; shall comply with NFPA 1964.

MISCELLANEOUS HARDWARE

Miscellaneous loose hardware consisting of bolts, nuts, washers, and screws shall be supplied with the apparatus at time of delivery.



Lifetime

Hot Dipped Galvanized

Body Sub Frame

TERMS AND CONDITIONS

Rosenbauer hereby warrants the hot dipped galvanized body sub frame of each new fire & rescue vehicle to be free from defects in material or workmanship for the life time of the vehicle. This warranty terminates upon transfer of possession or ownership by original purchaser. Under this warranty, Rosenbauer agrees to furnish any item or items to replace those that have been found to be defective in material or workmanship where there is no indication of abuse, neglect or other than normal service. Such an item or items, at the option of Rosenbauer, must be made available for our inspection at our request and returned to our factory or another location designated by Rosenbauer. Transportation of such an item or items will be arranged and covered by buyer within thirty (30) days after the date of failure. The inspection must indicate that the failure was attributed to defective material or workmanship. Authorization for repair or item replacement must be sought from Rosenbauer customer service department prior to repair or item replacement occurring.

THIS WARRANTY SHALL NOT APPLY TO OR COVER THE FOLLOWING:

- Normal maintenance services or adjustments.
- Any item that has been repaired, replaced or altered by a facility not approved in advance by Rosenbauer or in a manner which, at Rosenbauer's discretion, may adversely affect the safe operation or durability of the vehicle or item.
- Special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, lost profits or transportation fees or charges to or from any facility.
- Any malfunction resulting from misuse, negligence, alteration, accident or lack of operational knowledge, lack of normal or required maintenance or adjustments, exposure to corrosive agents, fire, severe environmental conditions or acts of God.
- Items which are manufactured by a party other than Rosenbauer and which are separately warranted by that party.

EXCLUSIONS OF DAMAGES BOTH INCIDENTAL AND CONSEQUENTIAL.

At no time shall Rosenbauer be held liable for any incidental, consequential, indirect, special and/or punitive damages whatsoever, whether coming from breach of contract, warranty, tort or equity. Such items shall include the chassis or other items sold by Rosenbauer, or their operation or their failure to operate, or defects herein, or any undertakings, acts or omissions related to, regardless whether Rosenbauer's knowledge of the possibility of any such damage.

Without limitation of the generality of the preceding statements, Rosenbauer categorically disclaims any and all liability for property and personal injury, damages, penalties for lost revenue and/or profit, loss of chassis or products and associated pieces of equipment, the expense of substituting chassis and/or products, or the out of service expenses, resulting from damages and/or delays, that creates down time expenses and/or create economic losses, or any third party claims for damages.

This warranty is in lieu of all other warranties, expressed or implied, and all other obligations or liabilities on our part. We neither assume nor authorize any person to assume for us any liability or make any alteration to this warranty in connection with the sale of our apparatus unless expressly given in writing by Rosenbauer.

NOTE: Surety bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.



Ten (10) Year FX Aluminum Body Structural Warranty

TERMS AND CONDITIONS

Rosenbauer hereby warrants the Rosenbauer FX aluminum body to be structurally sound and will retain its structural integrity for a warranty period of ten (10) years starting on the date the vehicle is delivered to original purchaser. Under this warranty, Rosenbauer agrees to furnish any item or items to replace those that have been found to be defective in material or workmanship where there is no indication of abuse, neglect or other than normal service. Such an item or items, at the option of Rosenbauer, must be made available for our inspection at our request and returned to our factory or another location designated by Rosenbauer. Transportation of such an item or items will be arranged and covered by buyer within thirty (30) days after the date of failure and within ten (10) years from the date of delivery of the apparatus to the original purchaser. The inspection must indicate that the failure was attributed to defective material or workmanship. Authorization for repair or item replacement must be sought from Rosenbauer customer service department prior to repair or item replacement occurring.

THIS WARRANTY SHALL NOT APPLY TO OR COVER THE FOLLOWING:

- Normal maintenance services or adjustments.
- Any item that has been repaired, replaced or altered by a facility not approved in advance by Rosenbauer or in a manner which, at Rosenbauer's discretion, may adversely affect the safe operation or durability of the vehicle or item.
- Special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, lost profits or transportation fees or charges to or from any facility.
- Any malfunction resulting from misuse, negligence, alteration, accident or lack of operational knowledge, lack of normal or required maintenance or adjustments, exposure to corrosive agents, fire, severe environmental conditions or acts of God.
- Items which are manufactured by a party other than Rosenbauer and which are separately warranted by that party.

EXCLUSIONS OF DAMAGES BOTH INCIDENTAL AND CONSEQUENTIAL.

At no time shall Rosenbauer be held liable for any incidental, consequential, indirect, special and/or punitive damages whatsoever, whether coming from breach of contract, warranty, tort or equity. Such items shall include the chassis or other items sold by Rosenbauer, or their operation or their failure to operate, or defects herein, or any undertakings, acts or omissions related to, regardless whether Rosenbauer's knowledge of the possibility of any such damage.

Without limitation of the generality of the preceding statements, Rosenbauer categorically disclaims any and all liability for property and personal injury, damages, penalties for lost revenue and/or profit, loss of chassis or products and associated pieces of equipment, the expense of substituting chassis and/or products, or the out of service expenses, resulting from damages and/or delays, that creates down time expenses and/or create economic losses, or any third party claims for damages.

This warranty is in lieu of all other warranties, expressed or implied, and all other obligations or liabilities on our part. We neither assume nor authorize any person to assume for us any liability or make any alteration to this warranty in connection with the sale of our apparatus unless expressly given in writing by Rosenbauer.

NOTE: Surety bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.



Ten (10) Year Stainless Steel Plumbing

TERMS AND CONDITIONS

Rosenbauer hereby warrants the stainless steel plumbing and manifolds of the fire pump assembly of each new fire & rescue vehicle to be free from defects in material or workmanship for a warranty period of ten (10) years starting on the date the vehicle is delivered to original purchaser. Under this warranty, Rosenbauer agrees to furnish any item or items to replace those that have been found to be defective in material or workmanship where there is no indication of abuse, neglect or other than normal service. Such an item or items, at the option of Rosenbauer, must be made available for our inspection at our request and returned to our factory or another location designated by Rosenbauer. Transportation of such an item or items will be arranged and covered by buyer within thirty (30) days after the date of failure and within ten (10) years from the date of delivery of the apparatus to the original purchaser. The inspection must indicate that the failure was attributed to defective material or workmanship. Authorization for repair or item replacement must be sought from Rosenbauer customer service department prior to repair or item replacement occurring.

THIS WARRANTY SHALL NOT APPLY TO OR COVER THE FOLLOWING:

- Normal maintenance services or adjustments.
- Any item that has been repaired, replaced or altered by a facility not approved in advance by Rosenbauer or in a manner which, at Rosenbauer's discretion, may adversely affect the safe operation or durability of the vehicle or item.
- Special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, lost profits or transportation fees or charges to or from any facility.
- Any malfunction resulting from misuse, negligence, alteration, accident or lack of operational knowledge, lack of normal or required maintenance or adjustments, exposure to corrosive agents, fire, severe environmental conditions or acts of God.
- Items which are manufactured by a party other than Rosenbauer and which are separately warranted by that party.

EXCLUSIONS OF DAMAGES BOTH INCIDENTAL AND CONSEQUENTIAL.

At no time shall Rosenbauer be held liable for any incidental, consequential, indirect, special and/or punitive damages whatsoever, whether coming from breach of contract, warranty, tort or equity. Such items shall include the chassis or other items sold by Rosenbauer, or their operation or their failure to operate, or defects herein, or any undertakings, acts or omissions related to, regardless whether Rosenbauer's knowledge of the possibility of any such damage.

Without limitation of the generality of the preceding statements, Rosenbauer categorically disclaims any and all liability for property and personal injury, damages, penalties for lost revenue and/or profit, loss of chassis or products and associated pieces of equipment, the expense of substituting chassis and/or products, or the out of service expenses, resulting from damages and/or delays, that creates down time expenses and/or create economic losses, or any third party claims for damages.

This warranty is in lieu of all other warranties, expressed or implied, and all other obligations or liabilities on our part. We neither assume nor authorize any person to assume for us any liability or make any alteration to this warranty in connection with the sale of our apparatus unless expressly given in writing by Rosenbauer.

NOTE: Surety bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.



One (1) Year Bumper to Bumper Material and Workmanship

TERMS AND CONDITIONS

Rosenbauer hereby warrants each new fire apparatus to be free from defects in material and workmanship for a warranty period of one (1) year starting on the date the vehicle is delivered to original purchaser. Under this warranty, Rosenbauer agrees to furnish any item or items to replace those that have been found to be defective in material or workmanship where there is no indication of abuse, neglect or other than normal service. Such an item or items, at the option of Rosenbauer must be made available for our inspection at our request and returned to our factory or another location designated by Rosenbauer. Transportation of such an item or items will be arranged and covered by buyer within thirty (30) days after the date of failure and within one (1) year from the date of delivery of the apparatus to the original purchaser. The inspection must indicate that the failure was attributed to defective material or workmanship. Authorization for repair or item replacement must be sought from Rosenbauer customer service department prior to repair or item replacement occurring.

THIS WARRANTY SHALL NOT APPLY TO OR COVER THE FOLLOWING:

- Normal maintenance services or adjustments, including but not limited to glass, filters, batteries, screens, lubricants, light bulbs, belts, hoses, wiper blades and other incidentals.
- Any item that has been repaired, replaced or altered by a facility not approved in advance by Rosenbauer, or in a manner which, at Rosenbauer's discretion, may adversely affect the safe operation or durability of the vehicle or item.
- Special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, lost profits or transportation fees or charges to or from any facility.
- Any malfunction resulting from misuse, negligence, alteration, accident or lack of operational knowledge, lack of normal or required maintenance or adjustments, exposure to corrosive agents, fire, severe environmental conditions or acts of God.
- Items which are manufactured by a party other than Rosenbauer and which are separately warranted by that party, including but not limited to commercial chassis, engine, transmission, driveline and axles.

EXCLUSIONS OF DAMAGES BOTH INCIDENTAL AND CONSEQUENTIAL.

At no time shall Rosenbauer be held liable for any incidental, consequential, indirect, special and/or punitive damages whatsoever, whether coming from breach of contract, warranty, tort or equity. Such items shall include the chassis or other items sold by Rosenbauer, or their operation or their failure to operate, or defects herein, or any undertakings, acts or omissions related to, regardless whether Rosenbauer's knowledge of the possibility of any such damage.

Without limitation of the generality of the preceding statements, Rosenbauer categorically disclaims any and all liability for property and personal injury, damages, penalties for lost revenue and/or profit, loss of chassis or products and associated pieces of equipment, the expense of substituting chassis and/or products, or the out of service expenses, resulting from damages and/or delays, that creates down time expenses and/or create economic losses, or any third party claims for damages.

This warranty is in lieu of all other warranties, expressed or implied, and all other obligations or liabilities on our part. We neither assume nor authorize any person to assume for us any liability or make any alteration to this warranty in connection with the sale of our apparatus unless expressly given in writing by Rosenbauer.

NOTE: Surety bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.

A NEW LEVEL OF SAFETY

inView 360 is an around vehicle monitoring system that eliminates blind spots by giving drivers a real-time 360 degree view around the vehicle. Four cameras are strategically placed around the vehicle to capture a 195° ultra-wide angle view of each side of the vehicle. These four views are blended and stitched together in an Electronic Control Unit (ECU) and then displayed to the driver in real-time as a single image on the display.

Wide Angle Cameras

Four cameras deliver a clear, crisp high-definition image.

- Die cast aluminum housing
- Dimensions: 2.4" x 1.9" x 2.0"
- Operating Temperature: -22° - +158° F
- Rating: IP67
- 195° ultra-wide angle

ECU - Electronic Control Unit

Blends all views and presents them to driver in a real-time image.

- Dimensions: 6.3" x 1.3" x 4.5
- 2 video output
- 9V-36V
- Operating Temperature: -22° - +167° F
- Triggers driven from the 4 camera views
- Customizable vehicle template

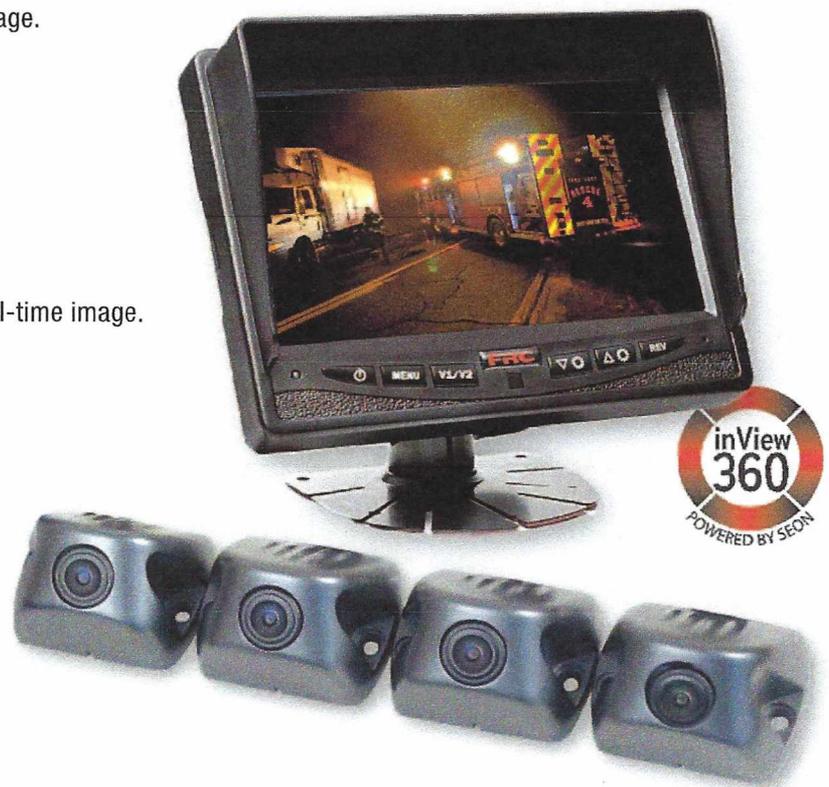
OPTION - Video Monitor

- 7" high resolution monitor
- 7" rear view mirror monitor
- 10" in cab monitor
- 7" waterproof monitor

OPTION - Guardian TH4 DVR

4-channel high-definition DVR

- 4 channel HD
- Built in GPS, G-force & Panic Button
- 500 GB HD
- Encrypted video



Included :

- | | |
|------------------|-------------------|
| (1) Front camera | (1) Cable kit |
| (1) Rear camera | (1) Toggle switch |
| (2) Side cameras | (1) ECU |
| (1) Controller | |



Four cameras placed around the apparatus capture a 195° ultra-wide angle view of each side of the apparatus.

HM 250, 350, 500

The HM pump has been a top seller for Darley and the industry for many years due to its compact design, capacity, durability and simplicity in maintenance. The HM is an ideal pump for tanker applications, brush trucks and mini pumpers, and provides excellent pump and roll performance. The compact design also allows it to fit into tight spots in retrofits of existing apparatus. The HM pump is available in three different assembly levels, from the pump only to a fully manifolded offering to meet all needs.

DIMENSIONS & WEIGHT

ASSEMBLY #1

HM250/HM350: 15" L x 11" W x 18" H, 127 lbs. (58 kg)

HM500: 16" L x 11" W x 18" H, 140 lbs. (64 kg)

ASSEMBLY #2

HM250/HM350: 25" L x 14" W x 31" H, 150 lbs. (68 kg)

HM500: 27" L x 16" W x 34" H, 200 lbs. (91 kg)

ASSEMBLY #3

HM250/HM350: 25" L x Body Width x 31" H, 325 lbs. (148 kg)

HM500: 27" L x Body Width x 34" H, 425 lbs. (193 kg)



Assembly #1

APPLICATIONS

- Mini pumper, tanker, wildland/attack fire

STANDARD FEATURES

ASSEMBLY #1

Single stage, centrifugal pump, gearbox assembly, 2 1/2" NPT discharge, 3" NPT suction (HM250/350) 4" NPT suction (HM500)

ASSEMBLY #2

Single stage, centrifugal pump, gearbox assembly, suction elbow, discharge head with check valve, 2 - 2 1/2" NPT discharge, 3 - 3" suction (HM250/350), 3 - 4" vicalic suction (HM500)

ASSEMBLY #3

Single stage, centrifugal pump, gearbox assembly, suction elbow, discharge head with check valve, complete manifolds, discharge valves, adapters and caps, 2 - 2 1/2" NH 1/4 turn ball valves, 2 - 3" NH suction adapters and caps (HM250/350), 2 - 4" NH suction adapters and caps (HM500)

PERFORMANCE

HM 250

250 gpm (946 L/M) @ 150 psi (10.3 bar)

175 gpm (662 L/M) @ 200 psi (13.8 bar)

125 gpm (473 L/M) @ 250 psi (17.5 bar)

HM 500

500 gpm (1892 L/M) @ 150 psi (10.3 bar)

350 gpm (1324 L/M) @ 200 psi (13.8 bar)

250 gpm (946 L/M) @ 250 psi (17.2 bar)

HM 350

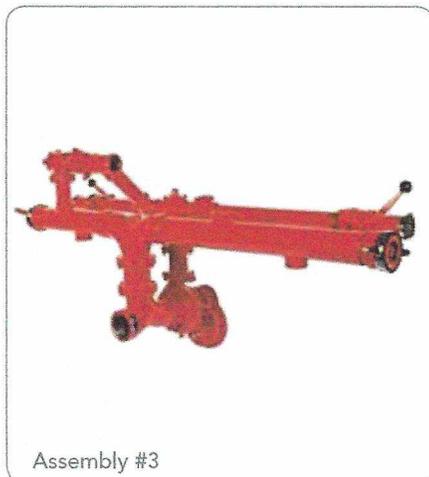
350 gpm (1325 L/M) @ 150 psi (10.3 bar)

245 gpm (927 L/M) @ 200 psi (13.8 bar)

175 gpm (662 L/M) @ 250 psi (17.2 bar)



Assembly #2



Assembly #3



HM 250, 350, 500

The HM pump has been a top seller for Darley and the industry for many years due to its compact design, capacity, durability and simplicity in maintenance. The HM is an ideal pump for tanker applications, brush trucks and mini pumpers, and provides excellent pump and roll performance. The compact design also allows it to fit into tight spots in retrofits of existing apparatus. The HM pump is available in three different assembly levels, from the pump only to a fully manifolded offering to meet all needs.

DIMENSIONS & WEIGHT

ASSEMBLY #1

HM250/HM350: 15"L x 11"W x 18"H, 127 lbs. (58 kg)

HM500: 16"L x 11"W x 18"H, 140 lbs. (64 kg)

ASSEMBLY #2

HM250/HM350: 25"L x 14"W x 31"H, 150 lbs. (68 kg)

HM500: 27"L x 16"W x 34"H, 200 lbs. (91 kg)

ASSEMBLY #3

HM250/HM350: 25"L x Body Width x 31"H, 325 lbs. (148 kg)

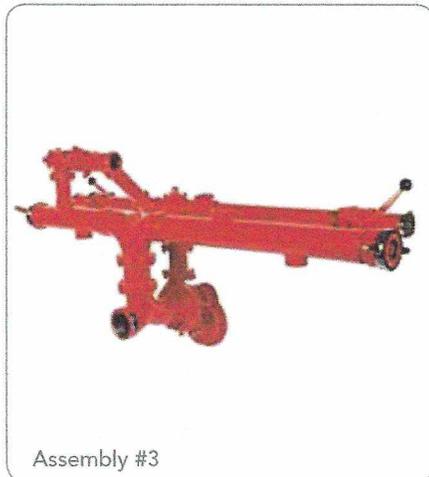
HM500: 27"L x Body Width x 34"H, 425 lbs. (193 kg)



Assembly #1



Assembly #2



Assembly #3

APPLICATIONS

- Mini pumper, tanker, wildland/attack fire

STANDARD FEATURES

ASSEMBLY #1

Single stage, centrifugal pump, gearbox assembly, 2 1/2" NPT discharge, 3" NPT suction (HM250/350) 4" NPT suction (HM500)

ASSEMBLY #2

Single stage, centrifugal pump, gearbox assembly, suction elbow, discharge head with check valve, 2 - 2 1/2" NPT discharge, 3 - 3" suction (HM250/350), 3 - 4" vicalic suction (HM500)

ASSEMBLY #3

Single stage, centrifugal pump, gearbox assembly, suction elbow, discharge head with check valve, complete manifolds, discharge valves, adapters and caps, 2 - 2 1/2" NH 1/4 turn ball valves, 2 - 3" NH suction adapters and caps (HM250/350), 2 - 4" NH suction adapters and caps (HM500)

PERFORMANCE

HM 250

250 gpm (946 L/M) @ 150 psi (10.3 bar)

175 gpm (662 L/M) @ 200 psi (13.8 bar)

125 gpm (473 L/M) @ 250 psi (17.5 bar)

HM 500

500 gpm (1892 L/M) @ 150 psi (10.3 bar)

350 gpm (1324 L/M) @ 200 psi (13.8 bar)

250 gpm (946 L/M) @ 250 psi (17.2 bar)

HM 350

350 gpm (1325 L/M) @ 150 psi (10.3 bar)

245 gpm (927 L/M) @ 200 psi (13.8 bar)

175 gpm (662 L/M) @ 250 psi (17.2 bar)



W.S. Darley & Co.

Darley Pump Standard Limited Warranty

W.S. Darley & Co., herein referred to as "Darley", warrants all truck mounted split shaft midship and PTO Darley Pumps and accessories of its manufacturer to be free from defects in material and workmanship, under normal use and service, for a period of **SIX YEARS** from the date placed into service, **6 ½ years** from date of manufacturer or **6000 hours** of usage (unless otherwise specified), whichever comes first. Under this warranty, Darley will cover labor charges for a period of three years from the date the pump is placed into service. This warranty applies to any pump shipped after July 1, 2007.

This warranty does not cover any parts or equipment which may be included in a Pump, but which are not manufactured by Darley. Such non-covered items shall carry only such warranties, if any, made by their respective manufacturers and assignable to the Customer. This warranty further excludes any coverage of damage or loss to any equipment or structures in which a Pump is incorporated or to which a Pump may be attached, as well as any damage to or failure of Pump is caused by or related to misuse, accident, failure to maintain or service, abuse, negligence, applications which exceed Darley's recommended limitations, or in the event of Customer's unauthorized or improper modification(s) of a Pump (and regardless of any actual or constructive knowledge Darley may have of such modifications), or in the event a Pump has been repaired, altered, or treated by anyone other than Darley-trained technicians.

The following repairs or replacement expenses are specifically excluded from the scope of this warranty: non-defective parts worn, exhausted or consumed through normal usage; consumable parts subject to routine replacement, including but not limited to pump packing, O-rings, gaskets, intake screens, anodes or filters; and routine maintenance specified in the operator's manual.

Customer shall notify Darley in writing within the Warranty Period of any claim under this Warranty, to Darley's Itasca, Illinois office (except as otherwise directed), and the Customer shall comply with Darley's reasonable claim documentation and processing according to Darley's Returned Good's Authorization form and procedures, which should be requested when making a warranty claim.

Within 30 days of Customer's receipt of a Returned Goods Authorization, Customer shall return the Pump or claimed defective component thereof to Darley F.O.B Darley's designated plant. Customer shall bear all of its own costs of dismantling, removing, shipping, storing, insuring and reinstalling Pumps or parts thereof which are submitted to Darley for warranty evaluation. Darley shall within a reasonable time examine the returned item and determine whether such item is defective, and at Darley's election, whether to repair, replace, recondition, or refund the price thereof. The amount of any refund shall not exceed Customer's purchase price. No reimbursement or allowance will be made to Customer for Darley's labor costs or other expenses of repairing or replacing defective products or workmanship, all such costs of which shall be billed to Customer. Any repaired Pumps or replacement parts shall also be covered by this limited warranty, subject to the same original Warranty Period (which shall not be extended by reason of any repair or replacement).

This limited warranty shall be Customer's sole & exclusive contractual remedy for any defect or failure of a Pump or component, and as such excludes any remedy or cause of action in tort or contract against Darley or any of its suppliers or distributors for liability to Customer or to any other person for any incidental, consequential, or other damages (including but not limited to personal injury; death; property damage due to fire, water or any other cause; loss of crops, timber or wildlife; loss of time or interruption of operations or related costs; delays; demurrage; lost profits; or indirect or special damages) arising out of or relating to the use (including any malfunction) or inability to use any original, repaired, replaced, or substitute Pump, regardless of the reason for such damage, loss or injury. Under no circumstance will Darley's liability for any claim hereunder, including for breach of warranty or any cause of action related to an alleged breach of this warranty, exceed Customer's purchase price for the Pump or component thereof which is the subject of this warranty.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY DARLEY, AND IS IN LIEU OF ANY OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ANY OF WHICH ARE DISCLAIMED, INCLUDING NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM THE PATENT INFRINGEMENT. CUSTOMER ASSUMES ALL RISK OF USING ALL PUMPS FOR ALL FORESEEN AND UNFORESEEN PURPOSES. CUSTOMER'S REMEDIES CONTAINED HEREIN ARE EXCLUSIVE.

All terms of this limited warranty are subject to the standard W.S. Darley & Co. purchase contract standard terms and conditions in effect at the time of sale, and to any written modifications to this standard limited warranty agreed to by Darley and Customer (including but not limited to the Darley Pump Premium Protection Plan). Any bad faith invocation of a warranty claim, or customer's breach of purchase contract (including OEM breaches), will void Darley obligations to Customer hereunder. The scope and operation of this limited warranty shall be interpreted under Illinois law.

W.S. Darley and Company - 325 Spring Lake Drive - Itasca, IL 60143-2072

SUMTER COUNTY TWO TANKER FIRE APPARATUS AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 10th day of March, 2020, by and between **Board of Sumter County Commissioners** (hereinafter referred to as "Board," or "County"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and Rosenbauer South Dakota, LLC (hereafter referred to as "Vendor"), whose address is 100 Third Street, Lyons, South Dakota 57041.

RECITALS

WHEREAS, the Board has need of services for ITB 005-0-2020/RS; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Vendor, based on the Vendor's response to ITB 005-0-2020/RS Sumter County Two Tanker Fire Apparatus.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The relationship of the Vendor to the Board will be that of a professional Vendor and the Vendor will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards applicable to Vendor's profession, and Vendor will endeavor to provide to the Board services to the best of its ability.
2. Vendor is hereby retained and employed as a Sumter County Contactor, and will work with the Board to provide products in accordance with the scope of work outlined in ITB 005-0-2020/RS.
3. The term of this Agreement shall commence on March 10, 2020 and continue in full force for 365 days from the date established in the Notice to Proceed, unless otherwise terminated as provided in paragraph four (4) of this Agreement. The term of this Agreement does not relieve the Vendor of any future responsibility as described in paragraph six (6) of this Agreement.
4. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this Agreement is terminated, Vendor shall be authorized to receive payment for all work performed up to the date of termination.
5. With regard to compensation paid to Contractor, Contractor shall furnish to the Board an itemized invoice detailing all of Contractor's hours, services, expenses and any other services utilized by the Board. The invoice shall be itemized pursuant to and in accordance with the Fee Schedule, attached hereto as Exhibit B and incorporated herein *in haec verba*. Contractor shall submit all invoices pursuant to the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of this Agreement, including both the Initial Term and any Renewal Term, and thereafter shall only be adjusted by mutual written agreement of both parties.

6. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Vendor and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Vendor shall be made available to the Board upon request and shall be considered public records.
- c. Vendor is required to: (i) keep and maintain public records required by Board; (ii) upon request from Board's custodian of public records, provide Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable or as otherwise provided by law; (iii) 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 this Agreement and following completion of this Agreement if Vendor does not transfer the records to Board; (iv) upon completion of this Agreement, transfer, at no cost, to Board all public records in possession of Vendor or keep and maintain public records required by Board.
- d. If Vendor transfers all public records to Board upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt or, confidential and exempt, from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Board, upon request from Board's custodian of public records, in a format that is compatible with the information technology systems of Board.
- e. Vendor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder (the "Records"), for a minimum of five (5) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect, and copy all the Records as often as it deems necessary during any such period-of-time. The right to audit, inspect, and copy Records shall include all of the records of sub-Vendors (if any).
- f. Vendor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
- g. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.**
- h. If applicable, vendor shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in ITB 005-0-2020/RS, naming Board as both a certificate holder and an additional insured in each such policy.

- i. Upon Vendor's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Vendor and Board mutually deem necessary, and Vendor may rely upon same in performing the services required under this Agreement.
7. The Vendor may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The Vendor shall be available to represent the Board, serve as an expert witness, and provide supporting documentation as necessary. Should any other professional services be called for by the Board that are not otherwise set forth in this Agreement or any of its attachments or exhibits, charges for these services shall be agreed upon in advance by the parties hereto.
8. The Contract Documents, which comprise the entire Contract between Board and Vendor and which are further incorporated herein by reference, consist of the following:
 - a. ITB 005-0-2020/RS
 - b. Vendor's Bid in Response to ITB 005-0-2020/RS for Two Tanker Fire Apparatus
 - c. This Agreement
 - d. Permits / Licenses
 - e. All Bid Addenda Issued Prior to Opening Date
 - f. All Modifications and Change Orders Issued
9. Vendor shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Vendor shall indemnify and save harmless the Board, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Vendor, its agents, or employees during performance under this Agreement. The foregoing is not intended, and shall not be construed, as a waiver by Board of the benefits of Section 768.28, *Florida Statutes*.
10. Vendor is, and shall be, in the performance of all services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of Board; and no provisions of Board's personnel policies shall apply to this Agreement. None of the benefits provided by Board to its employees including, but not limited to, worker's compensation insurance and unemployment insurance, are available from Board to Vendor, or its employees, agents or servants. Vendor assumes responsibility for payment of all federal, state and local taxes imposed or required of Vendor including but not limited to FICA, FUTA, unemployment insurance, Social Security and income tax laws for which Vendor as employer is responsible. Vendor shall be solely responsible for any worker's compensation insurance required by law and shall provide the Board with proof of insurance upon demand. The parties agree that Board shall not: (a) pay dues, licenses or membership fees for Vendor; (b) require attendance by Vendor, except as otherwise specified herein; (c) control the method, manner or means of performing under this Agreement, except as otherwise specified herein; or (d) restrict or prevent Vendor from working for any other party.

11. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.
12. **Attorney's Fees; and Costs of Enforcement.** In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys' fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the non-prevailing party. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.
13. **Law of the Agreement; Jurisdiction and Venue.** The Parties agree that the laws of the State of Florida shall govern any dispute arising from or related to this Agreement. The Parties to this Agreement agree that venue and jurisdiction is mandated to lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is not permitted. Litigation in federal court is precluded by agreement of the parties hereto. If, even though precluded by agreement of the Parties hereto, litigation arising from or based upon this contract should be mandated by a court of competent jurisdiction issued pursuant to a duly noticed hearing giving Sumter County adequate time to respond and all of the benefits of due process to lie in the proper venue or jurisdiction of a federal court, that federal court shall only be in the Middle District of Florida, Ocala Division. The Parties further agree that entry into this agreement constitutes irrevocable consent that the exclusive venue for any such dispute shall lie solely in the state or county courts in and for Sumter County, Florida. The Parties expressly and irrevocably waive any right(s) to removal of any such dispute to any federal court, unless the federal court has exclusive jurisdiction; in such cases, the parties agree that the exclusive venue for any such disputes shall be the United States District Court, in and for the Middle District of Florida, Ocala Division. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Sumter County, Florida and that the laws of the state of Florida.
14. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and may not be changed except by written agreement duly executed by the Parties hereto. This Agreement supersedes any prior understandings or agreements between the Parties, and

there are no representations, warranties, or oral agreements other than those expressly set forth herein.

15. **Assignment.** This Agreement shall not be assigned nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of County. No such approval by County of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of County. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that County shall deem necessary.
16. **Compliance with Licenses, Permits, and Applicable Laws.** In performing services hereunder, Vendor shall comply with all federal, state and local laws and regulations. Vendor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Vendor shall be responsible for obtaining, at its sole cost and expense, all necessary license licenses and other governmental approvals required in order for Vendor to provide the type of services required hereunder.
17. **E-Verify:** system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.
18. The Vendor agrees to certify to the Board that Vendor is in compliance with the federal E-Verify program, including obtaining written certification from all sub-Vendors who will participate in the performance of scope of services contemplated in this Agreement. All sub-Vendor certifications must be kept on file by the Vendor and made available to the state and/or the Board upon request. The Board reserves the right to take action against any Vendor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of this Agreement and/or suspending or debaring the Vendor from performing services for the County.
19. **Conflict of Interest.** Vendor shall notify Board in writing of any commitments during the term of this Agreement, which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.
20. **Corporate Status; Change of Ownership.** If Vendor is a non-governmental, corporate entity:
 - a. *Corporate Status.* Vendor shall ensure that the corporate status shall continuously be in good standing and active and current with the state of its incorporation and the State of Florida and at all times throughout the Term, and any renewal or extension hereof. Failure of the Vendor to keep its corporate status active and current shall constitute a material breach under the terms of this Agreement.
 - b. *Change of Ownership.* Vendor shall notify County immediately upon any change in corporate ownership or any substitution of the key professional assigned (the "Key Person") to perform under this Agreement ("Change of Ownership"). County shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to it, provided however, no cancellation shall relieve the Vendor of its obligations to perform the work described herein or for liability for breach of same. A Change of Ownership means the

occurrence of any one or more of the following: a sale, lease, or other disposition of 50% or more of the interest or assets of the company or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes the beneficial owner having fifty (50%) percent or more interest in the corporation or company; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

21. **Default.** Neither Party shall declare the other party in default of any provision of this Agreement without giving the other party at least ten (10) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.
22. **Dispute Resolution.** All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the Parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. Failing resolution through negotiation or mediation, either Party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.
23. **Jointly Drafted.** The Parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.
24. **Parties Acknowledgement; Parties Bound.** The Parties acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, heirs, and personal representatives.
25. **Waiver.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
26. **Time is of the Essence.** Time shall be of the essence of this Agreement.

27. **Survivability.** Any provision of this Agreement, which obligates any of the Parties to perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.
28. **Severability.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.
29. **Counterparts.** This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
30. **Section and Paragraph Headings.** Captions or paragraph headings herein contained are for organizational convenience only and shall not be constructed as material provisions of this agreement or to limit any provisions hereunder.
31. **Cooperation; Supplementary Actions.** All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.
32. **Miscellaneous.** Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.
33. **Incorporation of Recitals.** Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.
34. **Notice.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be made in writing and shall be personally delivered to the individuals listed below, sent via prepaid courier or overnight courier, or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the addresses (and individuals) set forth below. No other form of electronic communications (Facebook, Twitter, Text) will be deemed Notice.

FOR THE BOARD

FOR THE VENDOR

Name: Bradley S. Arnold

Name:

Address: 7375 Powell Road, Wildwood, FL 34785

Address:

Title: County Administrator

Title:

Date:

Date:

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____

By: Chairman

Date Signed: _____

ATTEST:

ROSENBAUER SOUTH DAKOTA, LLC

By: _____

By: _____

Date Signed: _____

EXHIBIT B
Bid Form

7375 Powell Road, Suite 200, Wildwood, FL 34785
Telephone: (352) 689-4400
Fax: (352) 689-4401

Re: **ITB 005-0-2020/RS SUMTER COUNTY TANKER FIRE APPARATUS**

1. Having carefully examined the ITB for the project listed above:

And being familiar with the premises affecting the work, the undersigned proposes and hereby agrees to furnish all labor and material and to perform all work in accordance with said documents for:

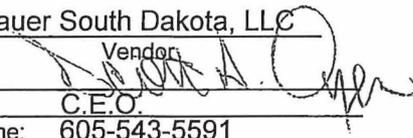
ITB 005-0-2020/RS

Description	
Sumter County Tanker Fire Apparatus	
Total in Numbers	\$ 598,856.00
Total in Words	FIVE HUNDRED NINETY EIGHT THOUSAND EIGHT HUNDRED FIFTY SIX DOLLARS

2. In submitting this Bid, it is understood that the right is reserved by the Board of Sumter County Commissioners to reject any, and all bids.
3. The Vendor hereby acknowledges the receipt of 1 Addenda issued during the bid period and certifies their inclusion in the bid. (Indicate "NONE" if no addendums were received).
4. All Requests for Information (RFI's) will be sent to Mrs. Becky Segrest for response.

Date: February 13, 2020

Rosenbauer South Dakota, LLC

By: 
Vendor:
Title: C.E.O.
Telephone: 605-543-5591
Address: 100 Third Street
Lyons, SD 57041

CR 462 QUOTE PROPOSAL



C.W. ROBERTS CONTRACTING, INC

4208 CR 124-A
Wildwood, FL 34785
Contact: Paul Carlson
Phone: (352) 330-2540
Fax: (352) 689-0217

Quote To: Sumter County Public Works
Attn: Mr. Shailesh Patel

Job Name: CR 462 Mill & Resurface

Phone: (352) 689-4400
Fax: (352) 689-4401

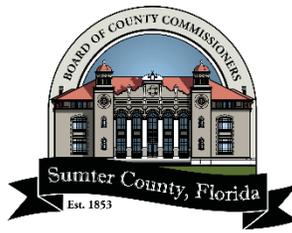
FPN:
Date of Plans:
Revision Date:

Quote Revision:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Mobilization	1.00	LS	3,035.00	3,035.00
20	Maintenance of Traffic	1.00	LS	6,720.00	6,720.00
30	Materials Sampling and Testing	1.00	LS	575.00	575.00
40	Mill Existing Asphalt Pavement, 1.5" Avg Dep	3,360.00	SY	2.70	9,072.00
50	Superpave Asph Conc, TL-C, SP 12.5 PG76-22, 2.0"	370.00	TN	104.45	38,646.50
60	Performance Turf	950.00	SY	2.75	2,612.50
70	Painted Pavement Markings, Final Surface	1.00	LS	2,071.30	2,071.30
80	Thpl Pavt Mk, Std, Y, 6'-10' Skip, 6"	0.09	GM	1,795.00	159.76
90	Thpl Pavt Mk, Std-Other, W, Solid, 6"	0.52	GM	5,015.00	2,612.82
100	Thpl Pavt Mk, Std-Other, Y, Solid, 6"	0.43	GM	5,015.00	2,161.47

GRAND TOTAL

\$67,666.35



CHANGE ORDER NO. 2

Project: ITB # 043-0-2019/RS

Contractor: C. W. Roberts Contracting, Inc.

Project Description: Buena Vista Boulevard Phase II Rehabilitation from 300 Feet South of Lake Miona to North of C-44A Roundabout.

DATE OF ISSUANCE: 03/10/2020 EFFECTIVE DATE 03/10/2020

The following will be incorporated into the contract.

Add: Milling and Resurfacing CR 462 from US 301 to the City of Wildwood Police Station Property Line, approximate length 1375'.

ATTACHMENTS: Quote/Bid Form

CHANGE IN CONTRACT PRICE	Original Contract TIME: 125 days Substantial Completion: 05/01/2020 Final Completion: 05/16/2020
ORIGINAL CONTRACT PRICE \$ 4,027,202.96	
Net Change From Previous Change Orders: (\$218,025.00)	Net Change From Previous Change Orders (0 days)
Contract Price Prior to this Change Order: \$ 3,809,177.96	Contract Times Prior to This Change Order: 125 days Substantial Completion: 05/01/2020 Final Completion: 05/16/2020
Net Increase (Decrease) This Change Order: \$67,666.35	Net Increase (Decrease) This Change Order: 3 days
Contract Price with All Change Orders: \$ 3,876,844.31	Contract Times with Approved Change Orders: 128 days Substantial Completion: 05/04/2020 Final Completion: 05/19/2020

RECOMMENDED

APPROVED

ACCEPTED:

By: **Shailesh Patel**
Digitally signed by Shailesh Patel
 DN: cn=Shailesh Patel, ou=Sumter
 County, ou=Public Works,
 e=shailesh.patel@sumtercou
 tyfl.gov, c=US
 Date: 2020.02.28 11:29:30 -05'00'

By: _____

By: **Stuart T Savoy**
Digitally signed by Stuart T Savoy
 DN: c=US, o=Unaffiliated,
 ou=4014272E000001656D0A01F640005FD2,
 cn=Stuart T Savoy
 Date: 2020.02.28 15:27:36 -05'00'

County PM

County

Contractor

DATE 02/28/2020 _____

DATE _____

DATE 02/28/2020 _____

**SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: **Approve Change Order #2 for Contract with Vanasse Hangen Brustlin, Inc.(VHB) for Sumter County Traffic Count Program Professional Services Agreement Amendment #2 (Staff Recommends Approval).**

REQUESTED ACTION: **Staff Recommends Approval**

Meeting Type: Regular Meeting

DATE OF MEETING: 3/10/2020

CONTRACT: N/A

Vendor/Entity: Vanasse Hangen
Brustlin, Inc.

Effective Date: 2/14/2020

Termination Date: 4/23/2020

Managing Division / Dept: **Engineering**

BUDGET IMPACT: \$30,031.00

FUNDING SOURCE: General Fund

Type: Annual

EXPENDITURE ACCOUNT: 001-340-541-3100

HISTORY/FACTS/ISSUES:

On February 14, 2017, the Sumter County Board of County Commissioners ("BOCC") awarded the Sumter County Traffic Count Program Professional Services Agreement with Vanasse Hangen Brustlin, Inc. ("VHB"). An amendment to the Agreement occurred on April 23, 2019, to add scope to the agreement. Public Works and VHB wish to amend Professional Services Agreement Amendment #2 to include additional contract time needed to complete traffic counts at remaining count locations.

Attached for the BOCC review and approval is Change Order #2 to the Professional Services Agreement Amendment #2.

Prepared by: **Steven Cohoon**

Grammarly Check



CHANGE ORDER NO. 2

Project: RFQ#038-0-2016/RS

Contractor: Vanasse Hangen Brustlin, Inc.(VHB)

Project Description: Traffic Count Program Professional Services Agreement

DATE OF ISSUANCE: 3/10/2020

EFFECTIVE DATE 3/10/2020

The following changes to the contract will be incorporated: Seventy (70) days will be added to the contract time. Additional time will be needed to complete remaining count locations added through the professional services agreement amendment #2.

ATTACHMENTS: Yes

CHANGE IN CONTRACT PRICE ORIGINAL CONTRACT PRICE \$ 22,831.00	Original Contract TIME: 3 years Final Completion: 2/13/2020
Net Change From Previous Change Orders: \$7,200.00	Net Change From Previous Change Orders (0 days)
Contract Price Prior to this Change Order: \$ 30,031.00	Contract Times Prior to This Change Order: 3 years
Net Increase (Decrease) This Change Order: \$ 0.00	Net Increase this Change Order: 70 days
Contract Price with All Change Orders: \$ 30,031.00	Contract Times with Approved Change Orders: 3 years 70 days Final Completion: 4/23/2020

RECOMMENDED

Steven

By: Cohoon

County PM

DATE _____

Digitally signed by Steven Cohoon
DN: cn=Steven Cohoon,
email=steven.cohoon@sumtercountyfl.gov, c=US
Date: 2020.02.28 10:20:54 -0500

APPROVED

By: _____

County

DATE _____

ACCEPTED:

By: 

Contractor

DATE 2/28/2020

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Amendment #2 with Vanasse Hangen Brustlin, Inc. for Sumter County Traffic Count Program Professional Services Agreement (Staff Recommends Approval).

REQUESTED ACTION: Staff Recommends Approval.

Meeting Type: Regular Meeting

DATE OF MEETING: 4/23/2019

CONTRACT: N/A

Vendor/Entity: Vanasse Hangen
Brustlin, Inc.(VHB)

Effective Date: 2/14/2017

Termination Date: 2/13/2020

Managing Division / Dept: Road & Bridge / Public Works

BUDGET IMPACT: \$10,000

FUNDING SOURCE:

CTT

Type: Annual

EXPENDITURE ACCOUNT: 103-340-541-3100

HISTORY/FACTS/ISSUES:

On February 14, 2017, the Sumter County Board of County Commissioners ("BOCC") awarded the Sumter County Traffic Count Program Professional Services Agreement with Vanasse Hangen Brustlin, Inc. ("VHB"). At this time, Public Works wishes to amend the Agreement to add scope to the agreement for VHB to perform manual turning movement counts (TMCs) for Sumter County. Additionally, Public Works and VHB wish to amend the original agreement to revise the fee schedule to reflect ten TMCs at a rate of \$800.00 per intersection for one technician and/or \$1,200.00 per intersection for two technicians.

Attached for the BOCC review and approval is the Professional Services Agreement Amendment #2, and the revised fee schedule.

Prepared by: Christina Morrison

Grammarly Check

APPROVED

April 23, 2019

Board of County Commissioners
Sumter County, Florida

7375 Powell Road, Suite 200 • Wildwood, FL 34785 • Phone (352) 689-4400 • FAX: (352) 689-4401
Website: <http://sumtercountyfl.gov>



April 24, 2019

Vanasse Hangen Brustlin
Attn: Dave Mulholland
225 E. Robinson Street
Suite 300, Landmark Center Two
Orlando, FL 32801

Dear Mr. Mulholland:

Enclosed for signature are two (2) originals of Amendment #2 to the Professional Services Agreement between Vanasse Hangen Brustlin and Sumter County approved by the Board of Sumter County Commissioners on April 23, 2019. Please have both copies signed and return one to the Clerk of Courts in the envelope provided.

Thank you for your assistance in this matter. If there are any questions, please do not hesitate to contact our office at (352) 569-6629.

Very truly yours,

BOARD OF SUMTER COUNTY COMMISSIONERS

GLORIA R. HAYWARD
CLERK & AUDITOR

By Caroline Al Restimawi
Caroline Al Restimawi
Deputy Clerk

Enclosures

Al Butler, Dist 1
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Doug Gilpin, Dist 2
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Don Burgess, Dist 3
Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Garry Breeden, Dist 4
2nd Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Steve Printz, Dist 5
Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Bradley S. Arnold,
County Administrator
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Gloria R. Hayward, Clerk & Auditor
(352) 569-6600
215 East McCollum Avenue
Bushnell, FL 33513

County Attorney
The Hogan Law Firm
Post Office Box 485
Brooksville, Florida 34805

PROFESSIONAL SERVICES AGREEMENT AMENDMENT #2

This professional services agreement sets forth information as referenced below and is hereby made part of and is attached to the initial Sumter County Traffic Count Program Professional Services Agreement made entered into between Vanasse Hangen Brustlin, Inc., whose principal business address is 225 E. Robinson Street, Suite 300, Orlando, FL 32801 ("VHB"), and Sumter County Board of County Commissioners, whose principal address is 7375 Powell Road, Wildwood, FL 34785 ("BOCC").

WHEREAS, to the Sumter County Traffic Count Program Professional Services Agreement with VHB dated February 14, 2017, paragraph 4, the term of this second amendment shall commence on April 23, 2019 and continue in full force through February 13, 2020.

WHEREAS, the BOCC desires to amend this Agreement at this time and revise the terms and conditions as the initial term with the updated task of the Sumter County 2019 Count Station Locations and the updated Type of Count Fee Schedule, as attached.

NOW, THEREFORE, the parties agree as follows:

1. The Task 1 – Traffic Count Data Collection and Data Reduction Type of Count Fee Schedule is being amended to add manual turning movement counts as shown in the attached fee schedule.
2. Firm shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
3. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, SUMTER COUNTY COMMISSIONERS, 7375 POWELL ROAD, WILDWOOD, FLORIDA 34785 OR VIA EMAIL AT ADMINISTRATIVE.SERVICES@SUMTERCOUNTYFL.GOV**

THIS AGREEMENT is executed the day and year first written above.

Caroline Alpertman

Attest: Deputy Clerk

Date Signed: APR. 23 2019

BOARD OF COUNTY COMMISSIONERS,
SUMTER COUNTY, FLORIDA

By: [Signature]
Don Burgess, Chairman

Date Signed: APR. 23 2019

VANASSE HANGEN BRUSTLIN, INC.

By: [Signature]
Designee for Company

Date Signed: 4/29/19

Witness

Witness:
Date Signed: 04/29/2019

SUMTER COUNTY TRAFFIC COUNT PROGRAM	
RFQ#038-0-2016/RS	
TYPE OF COUNT	PRICE PER COUNT
Turning Movement Count (One Person)	\$800
Turning Movement Count (Two Persons)	\$1,200



CHANGE ORDER NO. 3

Project: RFQ NO. 005-0-2018/RS, FPN 437604-1-68-01

Contractor: EXP U.S. Services Inc.

Project Description: C-462 from NE 15th Drive to North or CR 228, Sumter County, CEI Services

DATE OF ISSUANCE: 3/10/2020

EFFECTIVE DATE 3/10/2020

Due to contractor errors and other unforeseen project requirements, EXP exceeded the previously agreed to staff hour estimate by \$5,459.81. The following changes to the contract will be incorporated:

- Increase CEI services by two thousand four hundred fifty nine dollars and eighty-one cents, \$2,459.81.
- Reallocate the unused miscellaneous lab testing funds as CEI Sr. Inspector funds, \$3,000.00.

ATTACHMENTS: Yes

CHANGE IN CONTRACT PRICE ORIGINAL CONTRACT PRICE \$ 55,754.28	Original Contract Termination Date: 3/31/2020
Net Change From Previous Change Orders: \$0.00	Net Change From Previous Change Orders (0 days)
Contract Price Prior to this Change Order: \$ 55,754.28	Contract Termination Date Prior to This Change Order: 3/31/2020
Net Increase This Change Order: \$ 2,459.81	Net Increase (Decrease) This Change Order: (0days)
Contract Price with All Change Orders: \$ 58,214.09	Contract Termination Date with Approved Change Orders: 3/31/2020

RECOMMENDED

By: Steven Cohoon
Digitally signed by Steven Cohoon
 DN: cn=Steven Cohoon,
 email=steven.cohoon@sumtercountyfl.gov,
 c=US
 Date: 2020.02.27 14:55:40 -05'00'

County PM

DATE _____

APPROVED

By: _____

County

DATE _____

ACCEPTED:
 Anthony
 Caruso

By: Caruso
Digitally signed by Anthony
 Caruso
 Date: 2020.02.27 09:52:04
 -05'00'

Contractor

DATE 2/27/2020



February 19, 2020

Steven Cohoon, EI
Public Works Engineer
Sumter County Board of County Commissioners
Public Works Division
319 East Anderson Ave
Bushnell, FL 33513
Phone: 352-689-4400
Mobil: 352-446-5779

RE: 437604-1-68-01, C-462 from NE 15th Drive to North or CR 228, Sumter County, CEI Fee Proposal – Amendment Request

Mr. Cohoon:

I respectfully submit the following CEI fee proposal Amendment Request for your consideration.

Contractor Rework:

In reviewing the Daily report from the 10/21/19 to 11/1/19 time period, I have quantified the following amount of contractor-caused re-work:

**Sumter County
Rework Summary**

Date	Type of rework	Hours
10/21/2019	Lime rock (Lot 1/2)	8
10/22/2019	Subgrade (Lot 3)	8
10/23/2019	Lime rock (Lot 1/2)	8
10/24/2019	Lime rock/Subgrade (project limits)	8
10/25/2019	Subgrade (Lot 3)	8
10/28/2019	Lime rock/Subgrade (Lot 1-2)	8
10/29/2019	Lime rock (primarily Lot 1-2)	8
10/30/2019	Lime rock (primarily Lot 1-2)	8
10/31/2019	Lime rock (primarily Lot 1-2)	8
11/1/2019	Lime rock (primarily Lot 1-2)	5
		Total hours
		77



This re-work created additional, unforeseen time for our Sr. Inspector and Project Administrator that was not anticipated in our original fee estimate.

Effect of Re-Work on Budget Summary:

The re-work created billable time that exceeded our original budget, summarized below:

Position	Budget remaining as of 1/1/20	Time spent as of 1-31-20	Extra Money Needed
PA - <i>Discussions of re-work with contractor superintendent, field meetings to review grade bust and proposed solutions.</i>	\$464.69	\$2,655.40	\$2,190.71
Sr. Inspector - <i>Additional field inspection time to verify corrected re-work.</i>	\$1,306.05	\$3,918.15	\$2,612.10

This extra time needed for the overrun amounts shown above is:

			MAN HOURS	Billing Rate	Fee
Project Administrator – <i>Discussions of re-work with contractor superintendent, field meetings to review grade bust and proposed solutions.</i>			16.5	\$132.77	\$2,190.71
CEI Sr. Inspector – <i>Additional field inspection time to verify corrected re-work.</i>			30	\$87.07	\$2,612.10
Total=					\$4,802.81

Effect Time for RCS (KJ):

<u>RCS – (KJ)</u>			MAN HOURS	Billing Rate	Fee
<i>OJT – OJT was not required but contractor began pursuing the banking of OJT hours. The banking was ultimately abandoned but the RCS provided much assistance before the contractor decided to abandon the effort.</i>			6	\$65.70	\$394.20
<i>CCCA – face-to-face 30% review.</i>			2.0	\$65.70	\$131.40
<i>CCCA – face-to-face 100% review.</i>			2.0	\$65.70	\$131.40
Total=					\$657.00

Therefore, I am requesting an additional $\$4,802.81 + \$657.00 = \mathbf{\$5,459.81}$ for additional, unforeseen CEI Services.

Please let me know if you have any questions.

Sincerely,



Anthony Caruso, PE (FL-GA-TX), CCM
 EXP | Vice President, Construction Services, US South
 m : 813.390.2023 | e : anthony.caruso@exp.com
 400 North Tampa Street, Suite 1650
 Tampa, FL 33602

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Independent Consultant Agreement between EXP (Consultant) and Sumter County Board of County Commissioners (BOCC) for the Construction Engineering Inspection (CEI) Services for C-462 between NE 15th Drive to North of CR 228 LAP Project 437604-1-68-01 (Staff Recommends Approval).**

REQUESTED ACTION: **Staff Recommends Approval**

Meeting Type: **Regular Meeting**

DATE OF MEETING: **5/14/2019**

CONTRACT: N/A

Vendor/Entity: **EXP**

Effective Date: **5/14/2019**

Termination Date: **3/31/2020**

Managing Division / Dept: **Engineering / Public Works**

BUDGET IMPACT: **\$55,754.28**

FUNDING SOURCE: **Secondary Trust Fund**

Type: Capital

EXPENDITURE ACCOUNT: **106-340-541-6309**

HISTORY/FACTS/ISSUES:

The Florida Department of Transportation (FDOT) Local Agency Program (LAP) Agreement will assist the BOCC in the construction and construction engineering inspection (CEI) services for Safety Improvements along C-462 from East on NE 15th Drive to North of CR 228, FPN 437604-1-58/68-01. The project consists of safety improvements along C-462 from 1,200 feet East of NE 15th Drive to 500 ft. North of CR 228 for 0.363 miles (1,918 feet).

On April 25, 2019, FDOT provided a letter to serve as the Department's Notice-to-Proceed to the BOCC with the execution of the Consultant Contract for CEI Services. CEI Services for 437604-1-68-01, C-462 from NE 15th Drive to North of CR 228 may include but are not limited to: verification of the contractor's equipment, before/after photos of work activities, inspection, and verification of the work performed by the road contractor by providing a FDOT-qualified Senior Inspector onsite whenever maintenance of traffic (MOT) and roadway construction activities are occurring. Additional items include contract-related pay item tracking, field material sampling, contractor invoice reviews, and preconstruction monthly project status meetings. EXP's CEI fee proposal shall not exceed \$55,754.28.

Prepared by: **Christina Morrison**

Grammarly Check

APPROVED

May 14, 2019



January 1, 2019

Steven Cohoon, EI
Public Works Engineer
Sumter County Board of County Commissioners
Public Works Division
319 East Anderson Ave
Bushnell, FL 33513
Phone: 352-689-4400
Mobil: 352-446-5779

RE: 437604-1-68-01, C-462 from NE 15th Drive to North or CR 228, Sumter County, CEI Fee Proposal

Mr. Cohoon:

Pursuant to our December 28, 2018 emails, I respectfully submit the following revised CEI fee proposal for the above referenced project:

Construction Engineering & Inspection (CEI) Services: Services may include but are not limited to; Verification of the contractor's equipment, before/after photos of work activities and other contract-related requirements, inspection and verification of the work performed by the road contractor by providing an FDOT-qualified Senior Inspector, on-site whenever MOT and roadway construction activities are occurring, contract-related pay item tracking, inspection of the contractors work to ensure adherence to the contract documents, verification of planed roadway work, field material sampling, contractor invoice reviews, and preconstruction/monthly project status meetings. Services may also include FDOT LAP compliance by providing a Resident Compliance Officer and Specialist. (*Note: Survey and Material Laboratory testing to be performed by others*).

Verification Materials Testing: During construction, EXP may be requested by the COUNTY or its designated representative to perform verification testing of materials to include earthwork, asphalt, and concrete. Services shall include nuclear density testing of earthwork and asphalt, acceptance testing of concrete (including mix design verification, batch time, air and water content, and the making of cylinders). If laboratory testing is requested, EXP will enlist the services of a Florida Department of Transportation Pre-Qualified Laboratory.



Page 2 - 437604-1-68-01, C-462 from NE 15th Drive to North or CR 228, Sumter County, CEI fee proposal

Fee Estimate Assumptions – Pursuant to the work detailed in the project plans and the Engineer of Record’s (EOR’s) cost and time estimates, we assume the contract time for CEI will be approximately:

EXP CEI Fee Estimate									
Item Number	Classification/ Position	PRE CST	1	2	3	CLOSE OUT	MAN HOURS	BILLING RATE	Fee
		Apr-19	May-19	Jun-19	Jul-19	Aug-19			
1	Project Administrator (\$50.52 unloaded 75%)	8	16	16	16	8	64	\$ 132.77	\$8,497.28
2	CEI Sr. Inspector (\$33.13 unloaded 75%)	40	120	120	120	60	460	\$ 87.07	\$40,052.20
3	Resident Compliance Specialist (\$25.00 unloaded 75%)	8	16	16	16	8	64	\$ 65.70	\$4,204.80
4	Miscellaneous Lab Testing					1	1	\$ 3,000.00	\$ 3,000.00
									\$ 55,754.28

Total Not to Exceed Fee Proposal = \$55,754.28

Note: This is not a Lump Sum Proposal. Billing will be based on actual costs for services needed to compete the work.



Page 3 - 437604-1-68-01, C-462 from NE 15th Drive to North or CR 228, Sumter County, CEI fee proposal

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be "A. Caruso", with a long horizontal line extending to the right.

Anthony Caruso, PE (FL-GA), CCM
EXP | Vice President, Construction Services, US South
m : 813.390.2023 | e : anthony.caruso@exp.com
400 North Tampa Street, Suite 1650
Tampa, FL 33602

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40B
 PROGRAM MANGEMENT
 OGC - 10/18
 Page 1 of 1

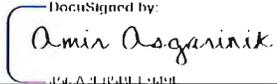
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Sumter County 319 East Anderson Avenue Bushnell, Florida 33513-6152	FINANCIAL PROJECT NUMBER: 437604-1-58/68-01
--	---

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: 2018-2019 (LAP)	\$ <u>503,278.00</u>	\$ _____	\$ _____	\$ <u>503,278.00</u>
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 503,278.00	\$ 0.00	\$ 0.00	\$ 503,278.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: 2018-2019 (LAP)	\$ <u>61,331.00</u>	\$ _____	\$ _____	\$ <u>61,331.00</u>
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 61,331.00	\$ 0.00	\$ 0.00	\$ 61,331.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 564,609.00	\$ 0.00	\$ 0.00	\$ 564,609.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
 I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Amir Asgarinik
 District Grant Manager Name

DocuSigned by:

 4/23/2019 | 2:50 PM EDT
 Signature Date

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Reduce contract RFQ 017-0-2018/RS, Sumter County Jail Expansion Design-Build Services, (\$182,396.75) for owner provided purchase orders associated with the owner direct purchase program (DPO)

REQUESTED ACTION: Staff Recommends Approval

Meeting Type: Regular Meeting **DATE OF MEETING:** 3/10/2020

CONTRACT: N/A Vendor/Entity: Ajax Building Corporation

Effective Date: 08-14-2018 Termination Date: 01-08-2021

Managing Division / Dept: **Facilities & Parks**

BUDGET IMPACT: (\$182,396.75)

FUNDING SOURCE: 308 2018 Loan Construction Fund

Type: Capital **EXPENDITURE ACCOUNT:** 308-100-523-6239

HISTORY/FACTS/ISSUES:

Present contract amount is \$16,645,237.05. This change as a deduction will be (\$182,396.75) for a new balance of \$16,462,840.30. The deductive amount includes the actual amount of the owner issued purchase orders. Current estimated tax savings is approximately \$176,127.25.

Prepared by: Michael F. Jara **Grammarly Check**

AJAX BUILDING CORPORATION
 109 COMMERCE BOULEVARD
 OLDSMAR, FLORIDA 34677
 FL License #CG C042112

OWNER CHANGE ORDER

PROJECT NAME: Sumter County Jail Expansion Bushnell, Florida	CHANGE ORDER NUMBER: Five (5) (for Construction)
	DATE OF CHANGE ORDER: March 2, 2020
	DESIGN-BUILDERS JOB #: 201828
OWNER: Sumter County Board of County Commissioners 7375 Powell Road Wildwood, Florida 34785	CONTRACT FOR: Construction Services
	CONTRACT DATE: November 26, 2019

DESCRIPTION OF CHANGE <i>(Attach additional pages if required)</i>	ADD	DEDUCT
Reduce the Contract for Owner provided Purchase Orders associated with the Owner Direct Purchase Program (DPO) requested as of 03/02/2020 and not included in previous Contract Change Orders. Deductive amount of (\$182,396.75) includes the actual amount of Owner issued Purchase Orders. This amount is approximate and will be reconciled by additive or deductive change order as each purchase order is fulfilled. See Attachment A dated 03/02/2020 for further clarification.		(\$ 182,396.75)

Original Contract Sum	\$ 19,988,758.00	CONTRACT TIME	DAYS	SUBSTANTIAL COMPLETION DATE
Previously Approved Change Orders	(\$ 3,343,520.95)			
Present Contract Amount	\$ 16,645,237.05	This Change Add (Deduct)	0	0
This Change Order Add (Deduct)	(\$ 182,396.75)	New Contract Time	450	02/11/2021
New Contract Sum	\$ 16,462,840.30			

This Change Order is an amendment to the Contract Agreement between the Design-Builder and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by both the Owner and the Design-Builder for this change. Inconsideration of the foregoing adjustments in contract time and contract sum, the Design-Builder hereby releases the Owner from all claims, demands or causes of action arising out of the transactions, events and occurrences giving rise to this Change Order. This written Change Order is the entire agreement between the Owner and Design-Builder with respect to this Change Order. No other agreements or modifications shall apply to this contract agreement unless expressly provided herein.

AJAX BUILDING CORPORATION

DESIGN-BUILDER

109 Commerce Boulevard

Oldsmar, Florida 34677

ADDRESS

SIGNATURE

Jeremy Cox, Operations Manager

PRINTED NAME & TITLE

DATE

3.2.20

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

OWNER

7375 Powell Road, Suite 200

Wildwood, Florida 34785

ADDRESS

SIGNATURE

Steve Printz, Chairman

PRINTED NAME & TITLE

DATE

ATTACHMENT 'A' to Change Order 5
Dated 03/02/2020
Sumter County Jail Expansion, Sumter County, Florida

This Change Order is a reduction in the construction contract value for the Owner Direct Purchase Program (ODP or DPO). See the attached Change Order Request 05 dated 03/02/2020 and the associated DPO log dated 03/02/2020 for tracking.

- Total DPO PO's issued as of 02/25/2020 BOCC Board Meeting: \$ 3,343,520.95
- Anticipated Tax Savings: \$ 212,405.06
- Total Invoices submitted to be paid to date: \$ 439,000.00
- Balance remaining on DPO PO's to date: \$ 3,086,917.70

This change order includes all anticipated costs for the initial Direct Purchase Order requisitions submitted as of 03/02/2020 and all anticipated tax savings.

Should any balance exist on a Purchase Order after all purchases have been made and paid for, the remaining balance shall be returned to the Construction Manager, including the applicable sales tax for distribution to the applicable subcontractor(s).

The Construction Manager shall submit a detailed ODP / Sales Tax savings account summary monthly to Sumter County Board of County Commissioners.

CONTRACT SUMMARY TRACKING

Pre- construction Services (Not included in the Construction Contract referenced herein)

Base Preconstruction	1,706,923.00
----------------------	--------------

Subtotal Preconstruction	\$ 1,706,923.00
--------------------------	-----------------

Construction (as referenced herein)

GMP 01 Detention Cells	5,919,784.00
Less Preconstruction Included in GMP 01 Estimates	(1,706,923.00)
GMP 02 Final	14,068,974.00
CO 02 DPO	(2,434,855.90)
CO 03 DPO	(277,802.05)
CO 04 DPO	(630,863.00)
CO 05 DPO	(182,396.75)

Subtotal Construction through this CO	\$ 14,755,917.30
---------------------------------------	------------------

Total Current Overall Contract Cost	\$ 16,462,840.30
--	-------------------------

DIRECT PURCHASE ORDER LOG

201828 - Sumter County Jail Expansion

0.00

Last Updated: 3/2/2020

LINKED DATA TO INDIVIDUAL TABS. DO NOT TYPE VALUES IN!

BASED ON 6% + 1% LDT

Quote Rcvd From Sub	DATE SUBMITTED TO SC	PO RCVD FROM SC	AJAX ATNF	FILE CODE	AXX COST CODE	SUBCONTRACTOR	SUPPLIER	ITEMS	Sumter PO #	ORIGINAL Sumter PO AMOUNT	PO'S ISSUED TO DATE	SHIPPING AMOUNT (INC IN PO)	DIRECT PURCHASE TO DATE	ORIGINALLY ANTICIPATED TAX SAVINGS	CURRENT ANTICIPATED TAX SAVINGS	TAX SAVINGS TO DATE	AMOUNT REMAINING	ORIGINAL SUB CO AMOUNT
6/5/19	6/5/19	6/28/19	001	BP11.1G		Cornerstone Detention	MSSI	Mod. Cells	9117805	1,850,000.00	1,850,000.00	0.00	439,000.00	111,050.00	111,050.00	26,365.00	1,411,000.00	1,961,050.00
6/5/19	6/5/19	6/28/19	002	BP11.1H		Cornerstone Detention	Claborn Manufacturing	Doors, Frames for Mod. Cells	9117799	150,000.00	150,000.00	0.00	0.00	9,050.00	9,050.00		150,000.00	159,050.00
6/5/19	6/5/19	6/18/19	003	BP11.1I		Cornerstone Detention	Global Security Glazing	Glass & Glazing	9117740	12,500.00	12,500.00	0.00	0.00	800.00	800.00		12,500.00	13,300.00
			006	BP07.03		Big D Roofing	TBD	Roofing	TBD	128,934.00	0.00	0.00	0.00	7,786.04				
			007	BP23.01		CCS Mechanical	TBD	Controls Equipment	TBD	272,000.00	0.00	0.00	0.00	16,370.00				
			008	BP23.01		CCS Mechanical	TBD	Mechanical Equipment	TBD	146,749.00	0.00	0.00	0.00	8,854.94				
1/13/20	1/14/20	2/17/20	009	BP03.01		BNG Construction	Argos Ready Mix	Concrete	9118304	265,518.00	265,518.00	0.00	0.00	15,981.08	15,981.08		265,518.00	281,499.08
1/20/20	1/20/20	2/17/20	010	BP03.01		BNG Construction	R & R Rebar	Rebar	9118307	32,060.00	32,060.00	0.00	0.00	1,973.60	1,973.60		32,060.00	34,033.60
1/23/20	2/11/20		011	BP11.11		C.A. Owens	Stanley Security	Security Equipment	TBD	510,415.00	510,415.00	0.00	0.00	30,674.90	30,674.90		510,415.00	541,089.90
			012	BP11.11		C.A. Owens	TBD	Detention Equipment	TBD	0.00	0.00	0.00	0.00					
			013	BP09.01		ASW	TBD	Framing and Drywall	TBD	50,000.00	0.00	0.00	0.00	3,050.00				
			014	BP09.01		ASW	TBD	Insulation	TBD	20,000.00	0.00	0.00	0.00	1,250.00				
1/23/20	1/24/20		015	BP04.01		Wavecrest Masonry	Comex	Masonry	Pending	81,902.80	81,902.80	0.00	0.00	4,964.17	4,964.17		81,902.80	86,866.97
			016	BP09.09		Service Painting	TBD	Painting	TBD	83,268.00	0.00	0.00	0.00	5,046.08				
2/13/20	2/11/20		017	BP10.08		Perfection	Perfection Arch.	Walkway Covers	9118369	23,000.00	23,000.00	0.00	0.00	1,430.00	1,430.00		23,000.00	24,430.00
			018	BP21.01		Convergint	TBD	Pipe Fittings Fire Sprinkler	TBD	25,000.00	0.00	0.00	0.00	1,550.00				
2/26/20			019	BP22.01		Ackerman	E-CON	Water Management System	TBD	121,661.67	121,661.67	0.00	0.00	7,349.70	7,349.70		121,661.67	129,011.37
2/11/20	2/11/20		020	BP26.01		ESI	Cummins	Generator	Pending	97,448.00	97,448.00	0.00	0.00	5,896.88	5,896.88		97,448.00	103,344.88
1/13/20	1/14/20	2/17/20	021	BP31.01		Wayne	Consolidated Pipe	Piping	9118303	28,777.90	28,777.90	0.00	0.00	1,776.67	1,776.67		28,777.90	30,554.57
			022	BP32.04		Aabot Fence	Fencing	Fencing	TBD	18,435.00	0.00	0.00	0.00	1,156.10				
1/17/20	1/17/20	2/17/20	028	BP05.01		Fabco Metal	Nucor	Structural & Misc. Steel	9118306	96,000.00	96,000.00	0.00	0.00	5,810.00	5,810.00		96,000.00	101,810.00
1/23/20	1/24/20	2/24/20	030	BP04.01		WaveCrest	White Cap	Masonry Accessories	9118334	13,800.00	13,800.00	0.00	0.00	878.00	878.00		13,800.00	14,678.00
1/23/20	1/24/20	2/24/20	032	BP04.01		WaveCrest	Trinity	Reinforcing Steel	9118335	21,541.25	21,541.25	0.00	0.00	1,342.48	1,342.48		21,541.25	22,883.73
1/28/20	1/30/20		033	BP26.01		Electric Services	Graybar	Lot Gear	TBD	81,946.00	81,946.00	0.00	0.00	4,966.76	4,966.76		81,946.00	86,912.76
1/28/20	1/30/20		034	BP26.01		Electric Services	Graybar	Lighting	TBD	78,612.00	78,612.00	0.00	0.00	4,766.72	4,766.72		78,612.00	83,378.72
2/25/20			057	BP11.01		Cornerstone	Global	Security Glass	TBD	60,735.08	60,735.08	0.00	0.00	3,694.10	3,694.10		60,735.08	64,429.18
TOTALS										3,917,669.37	3,525,917.70		439,000.00	257,468.22	212,405.06	26,365.00	3,086,917.70	3,738,322.76

email invoices to administrator.services@sumtercountyfl.gov



SECO Energy
 PO Box 301
 Sumterville, FL 33585-0301
 Phone (352) 793-3801

INVOICE: 96497

Invoice Date: 02/20/2020
 Terms: NET
 Due Date: 05/20/2020
 Amount Due: \$ 45,199.09

SUMTER CO PUBLIC WORKS
 MIKE BRYANT
 7375 POWELL RD
 WILDWOOD FL 34785

Account: 100007655
 Description: WO#192649 , ACCT#9605780301 , SO#80379180 , LOCATION:CR 466 & MORSE BLVD
 (RELOCATE EXISTING AND INSTALL NEW POLES AND LIGHTS)
 Instructions: Page 1 of 1

THIS COST VALID FOR 90 DAYS. THIS TOTAL DOES NOT INCLUDE ANY APPLICABLE CONNECT FEES, DEPOSITS, OR MEMBERSHIP FEES WHICH WILL BE COLLECTED SEPARATELY.	1.000	EACH	45,199.0900	45,199.09	
---	-------	------	-------------	-----------	--

RETAIN TOP PORTION FOR YOUR RECORDS AND RETURN BOTTOM PORTION WITH YOUR PAYMENT.	Subtotal: \$ 45,199.09 Tax: \$ 0.00 Total: \$ 45,199.09 Amount Paid: \$ 0.00 Amount Due: \$ 45,199.09
--	---



SECO Energy
 PO Box 301
 Sumterville, FL 33585-0301
 Phone (352) 793-3801

Account:	100007655
Invoice:	96497
Due Date:	05/20/2020
Amount Due:	\$ 45,199.09
Amount Of Payment:	_____

Remit To:

SUMTER CO PUBLIC WORKS
 MIKE BRYANT
 7375 POWELL RD
 WILDWOOD FL 34785

SECO Energy
 330 SOUTH US HWY 301
 P.O. BOX 301
 SUMTERVILLE FL 33585-0301

WORK ORDER ESTIMATE SUMMARY

Work Order: 192649

Open Date: 02/13/2020

Project:

Revision: 0

Staked By:

Map Location: 3649 D2 66246 67250

Desc: RELOCATE POLES AND LIGHTS

Rel By:

Service Location: 0

Type: System Improvement

Rel Date:

Customer: SUMTER COUNTY PUBLIC WO

Status: Open

Tran Type: Construction

Assembly Unit Description	Rate Group	Qty/ Labor Hrs	Total Hours	Material		Labor		Total Cost
				Cost	Overhead	Cost	Overhead	
250WSTLTK								
250W SINGLE KING LIGHT WITH AR	12 - Underground Contract Rate	8.00	29.832000	12,374.44	2,474.89	2,087.35	0.00	16,936.68
250WSTLTKD								
250W DOUBLE KING LIGHT WITH A	12 - Underground Contract Rate	1.00	4.660700	3,093.61	618.72	326.11	0.00	4,038.44
35CLTRD								
35' BLK STRESSCRETE POLE W/TEN	12 - Underground Contract Rate	9.00	30.018600	18,510.75	3,702.15	2,100.40	0.00	24,313.30
4/0TRIUG								
4/0 TRIPLEX CABLE	12 - Underground Contract Rate	813.00	5.528400	1,211.21	242.24	386.82	0.00	1,840.27
6UGDPX								
#6 DUPLEX CABLE	12 - Underground Contract Rate	463.00	1.435300	161.77	32.35	100.43	0.00	294.55
UJ18-6								
SPLICE ASSY-6 UG DUPLEX	12 - Underground Contract Rate	1.00	0.197800	5.86	1.17	13.84	0.00	20.87
UK5								
SECONDARY ENCLOSURE-SUB SURF	12 - Underground Contract Rate	3.00	4.415100	1,111.36	222.27	308.92	0.00	1,642.55
UK5M								
SECONDARY ENCLOSURE SUBSURF	12 - Underground Contract Rate	1.00	0.957700	85.93	17.18	67.01	0.00	170.12
UM691PP								
1" POLY PIPE ON REELS		398.00	0.000000	172.49	34.50	0.00	0.00	206.99
UM692PP								
2" POLY PIPE ON REELS		813.00	0.000000	594.14	118.83	0.00	0.00	712.97

UR2PS(1/0-4/0)

*I - Inventory / *E - Exempt Inventory / *N - Noninventory assigned through Work Order > Work Order > Assign Item and/or SAG Factor calculated on Assembly Unit(s). These contain item costs only.

WORK ORDER ESTIMATE SUMMARY

Work Order: 192649

Open Date: 02/13/2020

Project:

Revision: 0

Staked By:

Map Location: 3649 D2 66246 67250

Desc: RELOCATE POLES AND LIGHTS

Rel By:

Service Location: 0

Type: System Improvement

Rel Date:

Customer: SUMTER COUNTY PUBLIC WO

Status: Open

Tran Type: Construction

Assembly Unit Description	Rate Group	Qty/ Labor Hrs	Total Hours	Material		Labor		Total Cost
				Cost	Overhead	Cost	Overhead	
Pull cable through conduit, labor only	12 - Underground Contract Rate	813.00	5.040600	0.00	0.00	352.69	0.00	352.69
UR2PS(6DPX)								
Pull #6 Duplex through conduit	12 - Underground Contract Rate	398.00	1.830800	0.00	0.00	128.10	0.00	128.10
UR61.5								
DIRECTIONAL BORE 1.5"	1 - AVG LABOR	398.00	48.396800	0.00	0.00	3,386.32	0.00	3,386.32
UR62.5								
DIRECTIONAL BORING 2.5" CONDUI	12 - Underground Contract Rate	813.00	98.860800	0.00	0.00	6,917.29	0.00	6,917.29
UR7S(30)								
BACKHOE 30" DEEP IN SOIL, LABOR	12 - Underground Contract Rate	55.00	1.276000	0.00	0.00	89.28	0.00	89.28
UR8(30)								
HAND DIG 30" DEEP, LABOR ONLY	12 - Underground Contract Rate	10.00	0.370000	0.00	0.00	25.89	0.00	25.89
VUM642								
FAULT INDICATOR, 2-PHASE	12 - Underground Contract Rate	1.00	0.542200	386.48	77.30	37.94	0.00	501.72
Total For Construction Assembly Units:			233.3628	37,708.04	7,541.60	16,328.39	0.00	61,578.03

*I - Inventory / *E - Exempt Inventory / *N - Noninventory assigned through Work Order > Work Order > Assign Item and/or SAG Factor calculated on Assembly Unit(s). These contain item costs only.

WORK ORDER ESTIMATE SUMMARY

Work Order: 192649

Open Date: 02/13/2020

Project:

Revision: 0

Staked By:

Map Location: 3649 D2 66246 67250

Desc: RELOCATE POLES AND LIGHTS

Rel By:

Service Location: 0

Type: System Improvement

Rel Date:

Customer: SUMTER COUNTY PUBLIC WO

Status: Open

Tran Type: Retirement

Assembly Unit Description	Rate Group	Qty/ Labor Hrs	Total Hours	Material		Labor		Total Cost
				Cost	Overhead	Cost	Overhead	
250WSTLTKD								
250W DOUBLE KING LIGHT WITH A	12 - Underground Contract Rate	5.00	16.313000	0.00	0.00	1,141.42	0.00	1,141.42
35CLTRD								
35' BLK STRESSCRETE POLE W/TEN	12 - Underground Contract Rate	5.00	11.676000	0.00	0.00	816.97	0.00	816.97
4/0TRIUG								
4/0 TRIPLEX CABLE	12 - Underground Contract Rate	1,208.00	6.040000	0.00	0.00	422.62	0.00	422.62
6UGDPX								
#6 DUPLEX CABLE	12 - Underground Contract Rate	628.00	1.381600	0.00	0.00	96.67	0.00	96.67
UK5								
SECONDARY ENCLOSURE-SUB SURF	12 - Underground Contract Rate	2.00	3.098400	0.00	0.00	216.80	0.00	216.80
Total For Retirement Assembly Units:			38.5090	0.00	0.00	2,694.48	0.00	2,694.48
Total For Work Order 192649:			271.8718	37,708.04	7,541.60	19,022.87	0.00	64,272.51

CIAC:	
total cost of work order	\$64,272.51
Less cost of retirements	<u>\$ 2,694.48</u>
new construction cost	\$61,578.03
Less cost of poles on work order	<u>\$24,313.30</u>
Less cost of double light fixtures on work order	<u>\$4,038.44</u>
cost of work order less new poles and labor to relocate	\$33,226.29
install (4) new poles at \$2,468.10	\$9,872.40
labor to install (4) new poles and relocate (5) existing poles	<u>\$2,100.40</u>
total ciac to customer	\$45,199.09

*I - Inventory / *E - Exempt Inventory / *N - Noninventory assigned through Work Order > Work Order > Assign Item and/or SAG Factor calculated on Assembly Unit(s). These contain item costs only.

WORK ORDER ESTIMATE SUMMARY

PARAMETERS ENTERED:

Update Estimate: No
Work Order: 192649;0
Transaction Type: Both
Exclude Salvage: Yes
Page Break On Work Order: No

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Revision of the Tourist Development Tax Grant Application Guidelines (Staff Recommends Approval).**

REQUESTED ACTION: **Staff Recommends Approval**

Meeting Type: Regular Meeting **DATE OF MEETING:** 3/10/2020

CONTRACT: N/A Vendor/Entity: _____
Effective Date: Termination Date: _____
Managing Division / Dept: **Office of Management & Budget**

BUDGET IMPACT: _____

FUNDING SOURCE: _____
Type: N/A **EXPENDITURE ACCOUNT:** _____

HISTORY/FACTS/ISSUES: _____

The staff reviewed and revised the grant application guidelines removing specific dates and made housekeeping changes for clarification purposes that are not substantive in nature.

Prepared by: **Jennifer Hemeon** **Grammarly Check**

TDC GRANT APPLICATION GUIDELINES (Sumter County Tourist Development Council)

OBJECTIVE

The Sumter County Tourist Development Council endeavors to support local organizations in their effort to develop and promote an event by making available special grant funding provided the organization has met the requirements of the application and reimbursement process.

LEGISLATIVE AUTHORITY / TDC HISTORY

The Florida State Legislature enacted the Local Option Tourist Development Act (Section 125.0104, Florida Statutes) in response to the growing need of Florida counties to provide additional revenue sources for tourist development in an effort to stimulate the local economy. In response to this need, the voters of Sumter County approved in 2004, a two (2%) percent tourist development tax on transient rental accommodations. A Tourist Development Council (hereinafter referred to as "TDC") was created as an advisory council to the Sumter County Board of County Commissioners (hereinafter referred to as "BOCC") for the purpose of making recommendations, based on statutory guidelines, for the use of the revenue generated by the tourist development tax.

REVENUES

Tourist development tax revenues are generated by overnight guests staying in Sumter County RV parks/campgrounds, hotels, motels, condominiums, and home rentals. As a rule, any short-term lodging of six months or less is subject to the two percent tax in addition to Sumter County's sales tax. Collections are received through the Florida Department of Revenue and returned to the County on a monthly basis for the County's use. Sumter County records this revenue in a separate Tourist Development tax fund.

USE OF REVENUES

Florida law outlines the proper use of these tax funds. Funds may be allocated as follows:

PROMOTIONAL ACTIVITIES – Development of projects that benefit and enhance the tourism industry within Sumter County.

ADVERTISING - Placement of advertisements and co-op advertising at intra-state, state or county level in magazines, newspapers, radio, etc. Development and placement of printed publications, brochures, rack cards, websites, kiosk systems, tourism trade shows, billboards and any type of advertising opportunities for Sumter County.

SINGLE EVENTS – Sponsorship of events to attract tourism to Sumter County.

REOCCURRING EVENTS – Annual events that have been determined to net reoccurring tourism that will most likely draw visitors from out of county who will stay overnight in local hotels, and/or RV parks.

CAPITAL IMPROVEMENTS - Projects within the county to establish new or refurbish existing facilities for recreational activities, cultural events, and performances within Sumter County.

The fund balance as of September 30th of each fiscal year, will be set as the reserve for future capital projects to fund projects that may qualify under the Capital Improvements category.

PURPOSE

The Sumter County TDC was established to act as an advisory council to the BOCC for the promotion of tourism in Sumter County. As such, the TDC allocates a portion of the tourist development tax revenue for grants to support events that further the purposes of the TDC by promoting tourism. This document sets forth the guidelines and categories for grant requests from Tourist Development tax funds. Grant applications will be accepted from organizations that sponsor and promote tourism activities within Sumter County, bring substantial numbers of tourists/visitors to the County and promote overnight bed stays within the County. Tourist Development funds shall not be the applicant's sole source of income.

FUNDING ELIGIBILITY

Organizations must meet the following:

1. All events, performances or programs recommended by the TDC must be open and accessible to the general public.

Events, performances, or programs must be promoted to the public and cannot be unreasonably restrictive through admittance fees, public access, or crowd capacity, which limits participation by visitors. One of the main purposes of the event must be to attract overnight visitors to Sumter County.

2. The event benefits Sumter County.

Events, performances, or programs must take place in Sumter County. If these events, performances, or programs are to be used for fundraising purposes, profits must go exclusively to programs that benefit Sumter County residents or charities.

3. The organization must be legally incorporated in Florida.
 - A copy of the most recent IRS determination letter must be provided to confirm the organization's federal tax-exempt status if tax-exempt.
 - All organizations must have a checking account.
4. Public schools and/or government organizations within Sumter County are eligible.
5. Applicants must provide a 50% match of the budgeted event cost. The match may be cash or a combination of cash and in-kind. Examples of in-kind are donated goods, services, facilities, etc.
6. The applicant is required to provide a certificate of insurance, meeting the County's requirements for any events held on Sumter County property.

NOTE: Award funding is at the discretion of the BOCC.

FUNDING AWARD LEVELS

The goal of the TDC is to endorse and recommend quality events and projects that increase tourism in Sumter County. Grant applications received will be evaluated based on the impact the event or project may have on tourism and overnight stays.

Events producing room nights within Sumter County will receive a higher ranking (i.e., local hotel, RV park, etc.). Events that do not produce room nights are eligible for grant funds and will be scored according to the event's applicable impact ranking category as determined by the TDC.

Category	Impact Ranking	Estimated Number of Room Nights Produced	Maximum Grant Amount
5	Maximum Impact	Over 100	\$10,000
4	Significant Impact	76-100	\$10,000
3	Average Impact	51-75	\$7,500
2	Marginal Impact	25-50	\$2,500
1	No Apparent Impact	Less than 25	\$1,000

APPLICATION DEADLINE

1. Applications must be submitted by May 31st each year for events scheduled between October 1st and September 30th of the following year.
2. Application submittals will be reviewed by the BOCC Office of Management & Budget to determine eligibility, and the applicant conforms to Florida Statutes, Section 125.0104.

Questions regarding funding requests may be directed to the Office of Management & Budget, c/o the Sumter County Board of County Commissioners at phone number (352) 689-4400, or by email to OMB2@sumtercountyfl.gov.

DETERMINING ELIGIBLE GRANT AMOUNT

The Office of Management & Budget will review the application and complete the scoring based on the impact the event will have on the community. Funding award level recommendations will be made to the TDC. The TDC reviews staff's recommendations, hears from applicants, and presents it's recommendations to the BOCC.

APPLICATION DETERMINATION AND PRESENTATIONS

Representatives from the applicant's organization will be invited to make a personal presentation at the July Sumter County TDC meeting. The TDC will evaluate each application to determine the economic value the event provides to Sumter County. Requests having an economic impact by promoting tourism and overnight stays in Sumter County will receive further consideration.

The BOCC may approve or reject an application regardless of the recommendations made by staff or the TDC.

NOTE: All materials/documentation submitted with the grant application will become a matter of public record, open to inspection by any citizen of the State of Florida subject to Chapter 119, Florida Statutes.

TOURIST DEVELOPMENT TAX - FINANCIAL GUIDELINES

Award notifications will be made to the organization's designated official via the email contact address provided in the application after the BOCC final approval.

The organization official is required to complete an "Acceptance of Funding" form within 45 days of award, assuring the BOCC they understand the advertising requirements and reimbursement process. Failure to do so within this time period will serve as formal withdrawal from the funding process.

Any exceptions to the contract language must be submitted with the application. The BOCC is under no obligation to honor requests for exceptions and may reject a grant if the exception is not, in the sole opinion of the County, in its best interests.

Grant funds must be expended only on items allowed under Florida Statutes 125.0104 and in the grant fund application. Changes prior to the date of the event, such as date or location, will require a written notification to the TDC Chairman and may require approval by the BOCC and amendment to the grant agreement. Budget changes after the executed grant agreement require authorization by the BOCC.

It is the responsibility of the applicant to request reimbursement from the BOCC Office of Management & Budget within forty-five (45) days after the event. All contractually required documentation must accompany the reimbursement request.

NOTE: Tourist Development funds will not be reimbursed for expenditures incurred prior to the BOCC grant award. Payment will only be made to the organization receiving the grant. No payments will be made directly to vendors or individuals.

EVENT MONITORING

The BOCC may designate staff to attend events to ensure compliance with grant requirements. Members of the TDC may also monitor events or activities.

Grant recipients are required to maintain complete and accurate accounting and project records for the event.

Funds granted shall be subject to audit by the BOCC Office of Management & Budget. If the requirements of the grant agreement are not met, the BOCC shall withhold payment and/or terminate the grant agreement.

ADVERTISING GUIDELINES

Non-capital project promotional and advertising materials must be reviewed by BOCC staff prior to publishing an advertisement. Please submit these promotional and advertising materials to OMB2@sumtercountyfl.gov.

GRANTEE WEBSITE

The organization's event website must provide a link to the Sumter County website at: www.discoversumterfl.com.

PRINTED

Grantees must show on printed materials: the Sumter County logo plus, "This event has been funded in part by a Tourist Development Tax Grant from the Sumter County Board of County Commissioners in conjunction with the Sumter County Tourist Development Council."

AUDIO

Audio advertising must include verbal "This event has been funded in part by a tourist development tax grant from the Sumter County Board of County Commissioners in conjunction with the Sumter County Tourist Development Council. For more information on Sumter County, visit www.discoversumterfl.com."

VIDEO

Video advertising must display video credit with the Sumter County logo plus, "This event has been funded in part by a tourist development tax grant from the Sumter County Board of County Commissioners in conjunction with the Sumter County Tourist Development Council. For more information on Sumter County, visit www.discoversumterfl.com."

All promotional and advertising materials must be provided as additional information to the Office of Management & Budget in the form of a printed script/proof of publication notice, audio clip, and/or video clip and/or on a CD.

Advertisements not meeting these requirements will be ineligible for reimbursement.

USE OF TOURIST DEVELOPMENT FUNDS

ELIGIBLE USE OF FUNDS:

The following are examples of eligible uses of tourist development funds to promote tourism in the County:

1. Advertisement and promotion for convention centers, sports stadiums, coliseums, auditoriums, or museums, including television, radio, newspapers, magazines, multi-media, billboards, and signage (must be published primarily outside Sumter County).
2. Any other appropriate expense allowable under Section 125.0104, Florida Statutes.
3. Promotional expenses in conjunction with an event to increase the awareness of Sumter County outside this area. All printed promotional or related material must contain the following "This event has been funded in part by a tourist development tax grant from the Sumter County Board of County Commissioners in conjunction with the Sumter County Tourist Development Council. For more information on Sumter County, visit www.discoversumterfl.com."
4. Out-of-county advertising and publicity of an event to increase participation, attendance, and awareness. All printed promotional or related material must contain the following: "This event has been funded in part by a tourist development tax grant from the Sumter County Board of County Commissioners in conjunction with the Sumter County Tourist Development Council. For more information on Sumter County, visit www.discoversumterfl.com."

INELIGIBLE USE OF FUNDS:

The following are examples of ineligible uses of tourist development funds:

1. Annual operating expenditures not directly related to the project or event.
2. Legal, medical, engineering, accounting, auditing, planning feasibility studies, or other consulting services.
3. Salaries or supplements to salaries for existing or future staff or employment of personnel not directly related to the project or event.
4. Real property or capital improvements to privately owned facilities.
5. Tangible personal property including but not limited to office furnishings or equipment, permanent collections, or individual pieces of art.
6. Interest reduction of deficits or loans.
7. Expenses incurred or obligated prior to or after the grant project period.
8. Prize money, scholarships, awards, plaques, t-shirts, uniforms, or certificates.
9. Travel not associated directly with the project.
10. Projects, which are restricted to private or exclusive participation.
11. Private entertainment, food, and beverages.
12. Expenses to fund other events not approved by the Sumter County BOCC.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Satisfaction of Civil Restitution Lien for Frivin Dor**

REQUESTED ACTION: **Staff Recommends Approval**

Meeting Type: Regular Meeting **DATE OF MEETING:** 3/10/2020

CONTRACT: x N/A Vendor/Entity: _____
 Effective Date: Termination Date: _____
 Managing Division / Dept: Choose a division/department.

BUDGET IMPACT: None

FUNDING SOURCE:

Type: Select **EXPENDITURE ACCOUNT:** _____
impact type _____

HISTORY/FACTS/ISSUES:

On December 4, 2019 a Civil Restitution Lien for case 2019 CF 488 was ordered in the amount of \$50.00, for Frivin Dor. On February 20, 2020, County Finance received check #59804, from the Clerk of Courts, in the amount of \$50.00 to satisfy the balance of said lien.

Prepared by: **Melissa Elliott, Deputy Clerk County Finance** **Grammarly Check**

**IN THE CIRCUIT COURT OF THE 5TH
JUDICIAL IN AND FOR**

SUMTER COUNTY, FLORIDA

Criminal Case No: 2019 CF 488

STATE OF FLORIDA

VS.

FRIVIN DOR

Defendant

SATISFACTION OF CIVIL RESTITUTION LIEN ORDER

KNOW ALL MEN BY THESE PRESENT: that the Board of County Commissioners of Sumter County, Florida, holder of a Civil Restitution Lien against the Defendant named above in the amount of \$50.00, pursuant to an Order for determination of damages and losses and for Civil Restitution Lien Order rendered by the county court of Sumter County on December 4, 2019 and recorded in official records book 3676 page 713 of the public records of Sumter County, Florida, does hereby acknowledge full payment and satisfaction thereof and hereby consents that the same shall be satisfied of record.

Witness the hand and seal of the duly authorized officer of the Board of County Commissioners of Sumter County, Florida this ____ day of _____, 20__.

ATTEST: GLORIA R. HAYWARD

Clerk of Circuit Court

By Deputy Clerk

As Chairman of
Board of County Commissioners
Sumter County, Florida

STATE OF FLORIDA

COUNTY OF SUMTER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____.

WITNESS my hand and official seal in the county and state last aforesaid this ____ day of _____, 20__.

Notary Public, State of Florida

My Commission expires _____

Personally Known _____ OR Produced Identification

Type of Identification Produced _____

IN THE FIFTH JUDICIAL CIRCUIT IN
AND FOR SUMTER COUNTY, FLORIDA

STATE OF FLORIDA
VS

FRIVIN DOR

6940 NW 179TH ST, APT 407
HIALEAH, FL 33015-

COURT: CIRCUIT
DIVISION: FELONY
CASE NO: 2019 CF 488

CLERK OF CIRCUIT COURT

2019 DEC 13 PM 5:03

CLERK OF CIRCUIT COURT

CIVIL RESTITUTION LIEN ORDER

THIS CAUSE having been heard before the Court on this 4TH DAY OF DECEMBER 2019 by the undersigned, who has imposed sentence on a criminal matter and being fully advised in the premises, does hereby

ORDERED AND ADJUDGED as follows:

This Court has jurisdiction over the subject matter and parties to this cause, pursuant to Florida Statutes 960.293(2) (determination of damages and losses). Sumter County, Florida, 215 E. McCollum Avenue, Bushnell, Florida 33513, or the State of Florida shall recover from Defendant listed above, the sum of \$50.00 plus interest accruing at the legal rate from the date of this Order shall constitute a civil restitution lien, for which let execution issue.

DONE AND ORDERED, in open court, at Bushnell, Sumter County, Florida on this 4TH DAY OF DECEMBER 2019

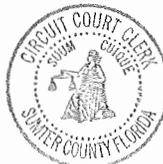


Judge of Circuit Court

Certificate of Service

I HEREBY CERTIFY that a true copy hereof has been furnished to: Board of County Commissioners c/o Clerk of the Circuit Court and the defendant at the above address, by U.S. Mail, on this 17 day of December, 2019.

GLORIA R. HAYWARD, CLERK OF COURT
BY: Christiane Datcher



STATE OF FLORIDA, COUNTY OF SUMTER
I HEREBY CERTIFY, that the above and foregoing is a true copy of the original
GLORIA R. HAYWARD, Clerk of Circuit Court
By: Christiane Datcher
Deputy Clerk
Dated: 12/20/19

Vendor No: 115-1 BOARD OF CO COMMISSION

Our Customer No: B104

Invoice	Date	Description	Payable	Discount	Net Payable
20_9CF488	01/08/20	LIEN DOR 4/26/2019	50.00	0.00	50.00
2019MM1684	01/16/20	LIEN NEWMES 9/6/2019	512.50	0.00	512.50

CLERK OF CIRCUIT COURT Check No: 59804 02/14/20 BK:4

TOTAL \$562.50

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS



CLERK OF CIRCUIT COURT
 215 E MCCOLLUM AVE
 BUSHNELL FL 33513-6120
 TRUST ACCOUNT
 VOID AFTER 180 DAYS

SUNTRUST BANK
 215 E MCCOLLUM AVE
 BUSHNELL FL 33513-6120

63-215
 631
 0416500057450

Check Date	Check No	Amount
02/14/2020	59804	\$562.50

PAY **** FIVE HUNDRED SIXTY TWO AND 50/100 DOLLARS

TO THE ORDER OF BOARD OF CO COMMISSION
 SUMTER CO FINES & EQUIP
 BUSHNELL FL 33513

Georgia R. Hayward

Authorized Signature



SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Satisfaction of Civil Restitution Lien for Mario Gongora

REQUESTED ACTION: Staff Recommends Approval

Meeting Type: Regular Meeting

DATE OF MEETING: 3/10/2020

CONTRACT: x N/A

Vendor/Entity: _____

Effective Date: _____

Termination Date: _____

Managing Division / Dept: Choose a division/department.

BUDGET IMPACT: None

FUNDING SOURCE: _____

Type: Select
impact type

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

On October 31, 2019 a Civil Restitution Lien for case 2019 CF 321 was ordered in the amount of \$50.00, for Mario Gongora. On February 20, 2020, County Finance received check #59830, from the Clerk of Courts, in the amount of \$50.00 to satisfy the balance of said lien.

Prepared by: Melissa Elliott, Deputy Clerk County Finance

Grammarly Check

**IN THE CIRCUIT COURT OF THE 5TH
JUDICIAL IN AND FOR**

SUMTER COUNTY, FLORIDA

Criminal Case No: 2019 CF 321

STATE OF FLORIDA

VS.

MARIO GONGORA

Defendant

SATISFACTION OF CIVIL RESTITUTION LIEN ORDER

KNOW ALL MEN BY THESE PRESENT: that the Board of County Commissioners of Sumter County, Florida, holder of a Civil Restitution Lien against the Defendant named above in the amount of \$50.00, pursuant to an Order for determination of damages and losses and for Civil Restitution Lien Order rendered by the county court of Sumter County on October 31, 2019 and recorded in official records book 3675 page 503 of the public records of Sumter County, Florida, does hereby acknowledge full payment and satisfaction thereof and hereby consents that the same shall be satisfied of record.

Witness the hand and seal of the duly authorized officer of the Board of County Commissioners of Sumter County, Florida this ____ day of _____, 20__.

ATTEST: GLORIA R. HAYWARD

Clerk of Circuit Court

By Deputy Clerk

As Chairman of
Board of County Commissioners
Sumter County, Florida

STATE OF FLORIDA

COUNTY OF SUMTER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____.

WITNESS my hand and official seal in the county and state last aforesaid this ____ day of _____, 20__.

Notary Public, State of Florida

My Commission expires _____

Personally Known _____ OR Produced Identification

Type of Identification Produced _____

IN THE FIFTH JUDICIAL CIRCUIT IN
AND FOR SUMTER COUNTY, FLORIDA

STATE OF FLORIDA
VS
MARIO GONGORA
12005 CLUB WOODS DR
ORLANDO, FL 32824-

COURT: CIRCUIT
DIVISION: FELONY
CASE NO: 2019 CF 321

2019 DEC 12 PM 3:32
CLERK OF CIRCUIT COURT
Gloria R. Hayward
Sumter County, FLA

CIVIL RESTITUTION LIEN ORDER

THIS CAUSE having been heard before the Court on this 31ST DAY OF OCTOBER 2019 by the undersigned, who has imposed sentence on a criminal matter and being fully advised in the premises, does hereby

ORDERED AND ADJUDGED as follows:

This Court has jurisdiction over the subject matter and parties to this cause, pursuant to Florida Statutes 960.293(2) (determination of damages and losses). Sumter County, Florida, 215 E. McCollum Avenue, Bushnell, Florida 33513, or the State of Florida shall recover from Defendant listed above, the sum of \$50.00 plus interest accruing at the legal rate from the date of this Order shall constitute a civil restitution lien, for which let execution issue.

DONE AND ORDERED, in open court, at Bushnell, Sumter County, Florida on this 31ST DAY OF OCTOBER 2019

William Hallman
Judge of Circuit Court

Certificate of Service

I HEREBY CERTIFY that a true copy hereof has been furnished to: Board of County Commissioners c/o Clerk of the Circuit Court and the defendant at the above address, by U.S. Mail, on this 12 day of December, 2019.

GLORIA R. HAYWARD, CLERK OF COURT
BY: Christiane Batcher D.C.



STATE OF FLORIDA, COUNTY OF SUMTER
I HEREBY CERTIFY, that the above and foregoing is a true copy of the original
GLORIA R. HAYWARD, Clerk of Circuit Court
BY: Christiane Batcher
Dated: 12-18-19

Vendor No: 115-1 BOARD OF CO COMMISSION

Our Customer No: B104

Invoice	Date	Description	Payable	Discount	Net Payable
2019CF321	01/21/20	REST GONGORA 447455 1/17/20	50.00	0.00	50.00

CLERK OF CIRCUIT COURT Check No: 59830 02/14/20 BK:4

TOTAL \$50.00

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS



CLERK OF CIRCUIT COURT
 215 E MCCOLLUM AVE
 BUSHNELL FL 33513-6120
 TRUST ACCOUNT
 VOID AFTER 180 DAYS

SUNTRUST BANK
 215 E MCCOLLUM AVE
 BUSHNELL FL 33513-6120

63-215
 631
 0416500057450

Check Date	Check No	Amount
02/14/2020	59830	\$50.00

PAY **** FIFTY AND 00/100 DOLLARS

TO THE ORDER OF

BOARD OF CO COMMISSION
 SUMTER CO FINES & EQUIP
 BUSHNELL FL 33513

Stacia R. Hayward

Authorized Signature



SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Satisfaction of Civil Restitution Lien for Jimmy Eck Clement**

REQUESTED ACTION: **Staff Recommends Approval**

Meeting Type: Regular Meeting

DATE OF MEETING: 3/10/2020

CONTRACT: x N/A

Vendor/Entity: _____

Effective Date: _____

Termination Date: _____

Managing Division / Dept: Choose a division/department.

BUDGET IMPACT: None

FUNDING SOURCE: _____

Type: Select
impact type

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

On January 13, 2020 a Civil Restitution Lien for case 2019 CF 854 was ordered in the amount of \$50.00, for Jimmy Eck Clement. On February 18, 2020, County Finance received cash in the amount of \$50.00 to satisfy the balance of said lien.

Prepared by: **Melissa Elliott, Deputy Clerk County Finance**

Grammarly Check

IN THE CIRCUIT COURT OF THE 5TH
JUDICIAL IN AND FOR

SUMTER COUNTY, FLORIDA

Criminal Case No: 2019 CF 854

STATE OF FLORIDA

VS.

JIMMY ECK CLEMENT

Defendant

SATISFACTION OF CIVIL RESTITUTION LIEN ORDER

KNOW ALL MEN BY THESE PRESENT: that the Board of County Commissioners of Sumter County, Florida, holder of a Civil Restitution Lien against the Defendant named above in the amount of \$50.00, pursuant to an Order for determination of damages and losses and for Civil Restitution Lien Order rendered by the county court of Sumter County on January 13, 2020 and recorded in official records book 3709 page 142 of the public records of Sumter County, Florida, does hereby acknowledge full payment and satisfaction thereof and hereby consents that the same shall be satisfied of record.

Witness the hand and seal of the duly authorized officer of the Board of County Commissioners of Sumter County, Florida this ____ day of _____, 20__.

ATTEST: GLORIA R. HAYWARD

Clerk of Circuit Court

By Deputy Clerk

As Chairman of
Board of County Commissioners
Sumter County, Florida

STATE OF FLORIDA

COUNTY OF SUMTER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____.

WITNESS my hand and official seal in the county and state last aforesaid this ____ day of _____, 20__.

Notary Public, State of Florida

My Commission expires _____

Personally Known _____ OR Produced Identification

Type of Identification Produced _____

IN THE FIFTH JUDICIAL CIRCUIT IN
AND FOR SUMTER COUNTY, FLORIDA

STATE OF FLORIDA

VS

JIMMY ECK CLEMENT

2264 CR 445

LAKE PANASOFFKEE, FL 33538-

COURT: CIRCUIT

DIVISION: FELONY

CASE NO: 2019 CF 854

CIVIL RESTITUTION LIEN ORDER

THIS CAUSE having been heard before the Court on this 13TH DAY OF JANUARY 2020 by the undersigned, who has imposed sentence on a criminal matter and being fully advised in the premises, does hereby

ORDERED AND ADJUDGED as follows:

This Court has jurisdiction over the subject matter and parties to this cause, pursuant to Florida Statutes 960.293(2) (determination of damages and losses). Sumter County, Florida, 215 E. McCollum Avenue, Bushnell, Florida 33513, or the State of Florida shall recover from Defendant listed above, the sum of \$50.00 plus interest accruing at the legal rate from the date of this Order shall constitute a civil restitution lien, for which let execution issue.

DONE AND ORDERED, in open court, at Bushnell, Sumter County, Florida on this 13TH DAY OF JANUARY 2020



Judge of Circuit Court

Certificate of Service

I HEREBY CERTIFY that a true copy hereof has been furnished to: Board of County Commissioners c/o Clerk of the Circuit Court and the defendant at the above address, by U.S. Mail, on this 11 day of February, 2020.



GLORIA R. HAYWARD, CLERK OF COURT



2020 FEB 10 9 12:40
CLERK OF CIRCUIT COURT
SUMTER COUNTY, FLORIDA

125070

Board of Sumter County Commissioners

215 E McCollum Ave. • Bushnell, FL 33513

RECEIVED from: Jimmy Eck Clement III Date 2/18/20

FOR: Civil Restitution 2019 CF854 cash \$ 50.00
\$ _____

clerk of courts OFFICER
By M Elliott TOTAL \$ 50.00