

RESOLUTION NO. 2021 - 20

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO PURCHASE AND TO EXECUTE A PURCHASE ORDER FOR THE PURCHASE OF TWO (2) INTERNATIONAL MV AMBULANCE CHASSIS FROM TEN-8 FIRE EQUIPMENT, INC. FOR THE SJC FIRE RESCUE.**

**RECITALS**

**WHEREAS**, the County seeks to purchase two (2) International MV Ambulance Chassis for Remount to replace Unit R-27 (SJC Asset #14807) and Unit Old R-15 (SJC #14988); and

**WHEREAS**, in accordance with section 302.6.5.4 of the St. Johns County Purchasing Manual, entitled "Piggyback or Cooperative Purchasing," the County is authorized to make said purchase subject to the terms and conditions of the Florida Fire Chief's Association, Florida Sheriff's Association & Florida Association of Counties Contract #FSA20-VEF14.01 ("Contract"); and

**WHEREAS**, purchase of the equipment will be funded by the SJC Fire Rescue; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the Contract as it has been competitively procured and is in accordance with St Johns County Purchasing policies, finds that piggybacking off the Contract for purchase of the ambulances serves a public purpose.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to piggyback the Florida Fire Chief's Association, Florida Sheriff's Association & Florida Association of Counties Contract No. FSA20-VEF14.01 for the purchase of two (2) International MV Ambulance Chassis.

Section 3. In accordance with the terms and conditions of the Contract, the County Administrator, or designee, is further authorized to execute a purchase order in the amount of \$436,208.00 to Ten-8 Fire Equipment, Inc. for the specified ambulances.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 19 day of January, 2021.

**ATTEST: ST. JOHNS COUNTY, FL  
CLERK OF THE CIRCUIT COURT  
& COMPTROLLER: Brandon J. Patty, Clerk**

By: *Pam Haltern*  
Deputy Clerk



**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By: *Henry Dean*  
Henry Dean, Vice Chairman

**RENDITION DATE** 1/21/21



IN SERVICE TO SERVE YOU

Equipment Proposal

NOV 17 '20

PURCHASING

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire Equipment, Inc. ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List (or for ambulance sales, the Quotation, or Order Form, as applicable), Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: November 9, 2020 ("Proposal Date") Customer: St Johns County Fire Rescue ("Customer")

Customer Address: 3657 Gaines Road St Augustine, FL 32804

Quantity	Product Description & Options	Price
2	Braun Chief XL remounts on to International MV chassis FSA20-VEF14.01	\$218,104.00
	Optional 100% pre pay discount at time of order (per unit) *Does not include price of Performance bond	(\$3,100.00)
<b>Purchase Price:</b>		<b>\$436,208.00</b>

**Delivery Timing:** The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 8 (months) after Company receives Customer's acceptance of this Proposal as defined below.

**Other:** Contingent upon receipt of chassis

Unless accepted within 60 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: St Johns County Fire Rescue

Ten-8 Fire Equipment, Inc.

By: 

By: 

Title: Jeremy B. Rishaw

Title: Authorized Sales Representative

Print: Chief Admin Services

Print: Eric Wilcox

Date: 11/16/20

Date: 11-9-20

**EXHIBIT A**

**PROPOSAL OPTION LIST  
(OR FOR AMBULANCE SALES, THE QUOTATION, OR ORDER FORM, AS APPLICABLE)**

Braun Industries, Inc.  
On-Demand Remount Order Form

**Module Information**

	Chief XL I	No	International Terra Star
<i>Module Model Year</i>	<i>Module Model</i>	<i>Remounted Previously</i>	<i>Original Chassis</i>

**Chassis Information**

2021		5500 CV 4x2 Diesel - Custom	R6060 / R5961
<i>Chassis Year</i>	<i>Chassis Model</i>		<i>Production Number</i>

**CHASSIS CONVERSION**

#	Code #	Description	Price
		Braun International MV Super Chief Per FSA contact FSA20-VEF14.01	\$256,472
		Credit for remounting current module	(\$140,477)
		Batteries to be on slide out tray under drivers cab. Additional 3rd battery located in bottom of OSS#5	\$2,639
		Install second engine driven compressor for module AC	\$1,555
		Provide trade in price for used chassis	(\$1,500)
		Replace entire AC system. New Heat / ac, compressor, condenser, hoses, valves etc.	\$9,919

**MODULE CONVERSION**

#	Code #	Description	Price
		Add three (3) 700 lights to condenser to match new builds	\$449
		Replace existing lights on front of module with four (4) 900's to match new builds	\$3,006
		Total of four (4) Grille lights (new) to be red / white split. To match new builds	\$969
67	30-R4-320	Replace Brake / tail / turn lights on rear of module with new.	\$789
		Polish lenses on warning lights not being replaced	\$383
97	30-R7-1030	Replace ICC lights with Tecniq	\$287
		Replace shoreline covers with new	\$111

Braun Industries, Inc.  
On-Demand Remount Order Form

		Repalce existing inverter with new	\$1,508
		Add Fire Com intercom system with PTT station in cab console and open mic in rear. Front intercom to have on / off switch.	\$1,584
<b>ELECTRICAL / LIGHTING</b>			
#	Code #	Description	Price
59	30-R3-4151	LIGHTS, ABOVE RUB RAIL - TECNIQ LED - 4 EACH SIDE, NEW Light Package - TecNiq-LED lights shall be installed above the rub rail. Four (4) LED's each side, two (2) white LED's and two (2) red LED's equally spaced along the module side, for a total of eight (8) lights. (Red-White-Red White on each side)The LED mini clusters shall alternate flash with box warning lights.	\$647
		Replace existing clock in rear head pad with Intellitec	\$549
		Replace existing Med Vault with Braun supplied Knox Med Vault with WIFI	\$5,898
		Replace existing Norcold fridge with new Braun supplied fridge	\$1,691
		Supply and route two (2) Cat 6 cables from Back of Knox box to Cab console. To have 4' service loops on both ends.	\$413
		Console to match St Johns MV5500 new builds	\$1,220
		Install directional on rear of module above rear doors. Camera will need moved up and rear 900's over doors will need to be replaced with 600's to match new builds.	\$2,102
		relocated hidden unlock switch from grille to behind license plate	\$321
		Replace bottom row of buttons on front vista	\$75
		Transfer existing electrcial items in cab and module. Radios, Flashlights, TIC etc.	\$90
		Replace side scenes with 24 diode LED	\$1,432
		Replace existing OSS lighting with Ridgeback LED strip lights	\$1,340
		add patient camera tied into vista	\$596

Braun Industries, Inc.  
On-Demand Remount Order Form

		Repalce existing LED dome lights with new	\$1,059
<b>MODULE EXTERIOR</b>			
#	Code #	Description	Price
105	40-R2-0305	RUB RAILS, NEW INCLUDES MOUNTING HARDWARE IPOE, NEW New rub rails, end caps and rub rail mounts shall be installed on the lower sides of the body below the outside compartment sill areas. The rub rails shall be offset from the body to facilitate wash down of road debris.	\$605
106	40-R3-0101	HANDLES, EBERHARD - CHROME FREE FLOATING TYPE, NEW (12), NEW (w/PAINT) New Eberhard #EMC-1-2110 chrome "free-floating" handles shall be installed on each exterior module door. The handles shall be large enough to accommodate a gloved hand. All existing doors shall be modified for the new handle cutouts. New module door rotary latches and door rods shall be installed in existing locations. New interior door handles shall be installed	\$1,044
		All outside compartments to be recoated with gatorhyde	\$2,065
		Install new rubber fenderettes	\$420
101	40-R1-0102	REAR STEP / BUMPER, NEW, FLIP-UP STYLE A new rear step bumper shall be installed below the module rear doors. This is to be a flip-up step. New rear step illumination lights shall be installed on the rear step bumper and checked for proper operation.	\$2,273
		Replace existing windows with new	\$732
		Replace rear kick plate and front stone guards	\$495
		Replace dock bumpers	\$229
		Install protective cover on front condenser to match current design	\$142
		Replace rollers on ez glide door (includes new rollers, pins and brackets)	\$707
		Replace door grabbers	\$61
<b>MODULE INTERIOR / PATIENT COMPARTMENT</b>			
#	Code #	Description	Price

Braun Industries, Inc.  
On-Demand Remount Order Form

166	50-R7-1021	SUCTION UNIT, SSCOR SUCTION UNIT INSTALL IPO IMPACT (NO MODIFICATION TO OPENING) Install an SSCOR suction system with a 12 VDC electric vacuum pump in the street side lower interior wall recess, in place of the existing system. The 12 VDC electric vacuum pump shall be mounted in the an outside storage compartment. The system shall be activated by a switch on the attendant control panel. The SSCOR vacuum pump exhaust shall be vented to the exterior of the vehicle.	\$876
		Install customer supplied Power load system IPO current antlers. This will require replacment of flooring material. New floor to be Gunmetal 424	\$5,157
217	60-R7-1007	Module interior to be repainted. Marble stone	\$4,550
		Modify the existing whell well tubs and add interior wheel well closeouts on the streetside and curbside walls as needed. Closeouts to be black ABS. Modify the module front wall as needed for new chassis. Adjust the pass thru opening as needed.	\$6,820
		Two (2) drawers on the curb side are to be replaced with drawers to match the size of the current new build units.	\$1,830
		Color to be Charcoal. This includes recovering the Attn seat	\$750
143	50-R7-0151	UPHOLSTERY, NEW All upholstery (including all cushions, head pads, door panels and squad bench) and module seating shall be replaced with new coverings. (does not include the Attendant Seat)	\$2,580
171	50-R7-1029	GLOVEBOX HOLDER, OVER ENTRY DOOR Install a three (3) - box glove dispenser unit, with a clear polycarbonate hinged access panel with three (3) cut-outs, above the curbside entry door. The dispenser shall be 8.25" high x 33.50" wide with interior dimensions of 5.38" high x 30.25" wide x 3.25" deep. A 1/4" turn latch will be installed on the face of the glove box access panel.	\$540
		Replace exiting counter tops with (night starts) x 3	\$3,255
		Replace cabinet frames and hinges on streetside upper cabinets #1 & #2	\$648
		Change front wall cabient door to double doors to match new builds	\$685
<b>COATINGS / GRAPHICS</b>			
#	Code #	Description	Price
		Replace graphics package. Graphics to match most recent new build	\$2,595
		Repaint cab and module to match most recent new builds	\$6,107

Braun Industries, Inc.  
On-Demand Remount Order Form

30	20-R8-0105	SUSPENSION - LIQUID SPRING, NEW Install Liquid Spring Suspension System on chassis	\$11,263
98	40-R1-0020	MUD FLAPS, REAR - BLACK RUBBER, NEW New black rubber mud flaps with a minimum 1/4" thickness shall be bolted to the underside of the module behind the rear wheels. The width and length of the flaps shall provide adequate coverage of the rear dual wheels of the chassis.	\$174
		Technimount monitor mount for Zoll X series monitor to be installed at final inspection	\$1,374
		Contingency fund	\$5,000
		Total	\$218,104



Braun Industries, Inc.  
On-Demand Remount Order Form

**Module Information**

	Chief XL I	No
<i>Module Model Year</i>	<i>Module Model</i>	<i>Remounted Previously</i>

**Chassis Information**

2021		5500 CV 4x2 Diesel - Custom
<i>Chassis Year</i>	<i>Chassis Model</i>	

CUSTOMER NAME: ST JOHNS FD

QUOTE EX

**BASE PACKAGE / CHASSIS TYPE (ENTER LINE # FROM OPTION CATALOG)**

LINE#	Code #	Description
1	01-CHF I	Chief XL I

**CHASSIS CONVERSION**

#	Code #	Description
		International CV 5500 4x2 diesel chassis. OEM aluminum wheels
		Batteries to be on slide out tray under drivers cab. Additional 3rd battery located in bottom of OSS#5
		Install second engine driven compressor for module AC
		Provide trade in price for used chassis
		Replace entire AC system. New Heat / ac, compressor, condenser, hoses, valves etc.

**Page Total**

**MODULE CONVERSION**

#	Code #	Description
		Add three (3) 700 lights to condenser to match new builds
		Replace existing ligths on front of moudle with four (4) 900's to match new builds
		Total of four (4) Grille lights (new) to be red / white split. To match new builds
67	30-R4-3201	Replace Brake / tail / turn lights on rear of module with new.
		Polish lenses on warning lights not being replaced

Braun Industries, Inc.  
On-Demand Remount Order Form

97	30-R7-1030	Replace ICC lights with Tecniq
		Replace shoreline covers with new
		Repalce existing inverter with new
		Add Fire Com intercom system with PTT station in cab console and open mic in rear. Front intercom to have on / off switch.

**Page Total**

**ELECTRICAL / LIGHTING**

#	Code #	Description
59	30-R3-4151	LIGHTS, ABOVE RUB RAIL - TECNIQ LED - 4 EACH SIDE, NEW Light Package - TecNiq-LED lights shall be installed above the rub rail. Four (4) LED's each side, two (2) white LED's and two (2) red LED's equally spaced along the module side, for a total of eight (8) lights. (Red-White-Red White on each side)The LED mini clusters shall alternate flash with box warning lights.
		Replace existing clock in rear head pad with Intellitec
		Replace existing Med Vault with Braun supplied Knox Med Vault with WiFi
		Replace existing Norcold fridge with new Braun supplied fridge
		Supply and route two (2) Cat 6 cables from Back of Knox box to Cab console. To have 4' service loops on both ends...
		Console to match St Johns MV5500 new builds
		Install directional on rear of module above rear doors. Camera will need moved up and rear 900's over doors will need to be replaced with 600's to match new builds.
		relocated hidden unlock switch from grille to behind license plate
		Replace bottom row of buttons on front vista

Braun Industries, Inc.  
On-Demand Remount Order Form

		Transfer existing electrical items in cab and module. Radios, Flashlights, TIC etc.
		Replace side scenes with 24 diode LED
		Replace existing OSS lighting with Ridgeback LED strip lights
		add patient camera tied into vista
		Replace existing LED dome lights with new

**Page Total**

MODULE EXTERIOR		
#	Code #	Description
105	40-R2-0305	RUB RAILS, NEW INCLUDES MOUNTING HARDWARE IPOE, NEW New rub rails, end caps and rub rail mounts shall be installed on the lower sides of the body below the outside compartment sill areas. The rub rails shall be offset from the body to facilitate wash down of road debris.
106	40-R3-0101	HANDLES, EBERHARD - CHROME FREE FLOATING TYPE, NEW (12), NEW (w/PAINT) New Eberhard #EMC-1-2110 chrome "free-floating" handles shall be installed on each exterior module door. The handles shall be large enough to accommodate a gloved hand. All existing doors shall be modified for the new handle cutouts. New module door rotary latches and door rods shall be installed in existing locations. New interior door handles shall be installed
		All outside compartments to be recoated with gatorhyde
		Install new rubber fenderettes
101	40-R1-0102	REAR STEP / BUMPER, NEW, FLIP-UP STYLE A new rear step bumper shall be installed below the module rear doors. This is to be a flip-up step. New rear step illumination lights shall be installed on the rear step bumper and checked for proper operation.
		Replace existing windows with new
		Replace rear kick plate and front stone guards

Braun Industries, Inc.  
On-Demand Remount Order Form

		Replace dock bumpers
		Install protective cover on front condenser to match current design
		Replace rollers on ez glide door.(includes new rollers, pins and brackets)
		Replace door grabbers

**Page Total**

**MODULE INTERIOR / PATIENT COMPARTMENT**

#	Code #	Description
166	50-R7-1021	SUCTION UNIT, SSCOR SUCTION UNIT INSTALL IPO IMPACT (NO MODIFICATION TO OPENING) Install an SSCOR suction system with a 12 VDC electric vacuum pump in the street side lower interior wall recess, in place of the existing system. The 12 VDC electric vacuum pump shall be mounted in the an outside storage compartment. The system shall be activated by a switch on the attendant control panel. The SSCOR vacuum pump exhaust shall be vented to the exterior of the vehicle.
		Install customer supplied Power load system IPO current antlers. This will require replacment of flooring material. New floor to be Gunmetal 424
217	60-R7-1007	Module interior to be repainted. Marble stone
		Modify the existing whell well tubs and add interior wheel well closeouts on the streetside and curbside walls as needed. Closeouts to be black ABS. Modify the module front wall as needed for new chassis. Adjust the pass thru opening as needed.
		Two (2) drawers on the curb side are to be replaced with drawers to match the size of the current new build units.
		Color to be Charcoal. This includes recovering the Attn seat
143	50-R7-0151	UPHOLSTERY, NEW All upholstery (including all cushions, head pads, door panels and squad bench) and module seating shall be replaced with new coverings. (does not include the Attendant Seat)

Braun Industries, Inc.  
On-Demand Remount Order Form

171	50-R7-1029	GLOVEBOX HOLDER, OVER ENTRY DOOR Install a three (3) - box glove dispenser unit, with a clear polycarbonate hinged access panel with three (3) cut-outs, above the curbside entry door. The dispenser shall be 8.25" high x 33.50" wide with interior dimensions of 5.38" high x 30.25" wide x 3.25" deep. A 1/4" turn latch will be installed on the face of the glove box access panel.
		Replace exiting counter tops with (night starts) x 3
		Replace cabinet frames and hinges on streetside upper cabinets #1 & #2
		Change front wall cabinet door to double doors to match new builds

**Page Total**

COATINGS / GRAPHICS		
#	Code #	Description
		Replace graphics package. Graphics to match most recent new build
		Repaint cab and module to match most recent new builds
30	20-R8-0105	SUSPENSION - LIQUID SPRING, NEW Install Liquid Spring Suspension System on chassis
98	40-R1-0020	MUD FLAPS, REAR - BLACK RUBBER, NEW New black rubber mud flaps with a minimum 1/4" thickness shall be bolted to the underside of the module behind the rear wheels. The width and length of the flaps shall provide adequate coverage of the rear dual wheels of the chassis.
		Install Technimount monitor mount for Zoll X series monitor location TBD at final inspection
ADDITIONAL OPTIONS		
#	Code #	Description
		Sharps Removal Fee
		Based on the Carfax Report, this vehicle has been involved in an accident(s) and per the Braun SolidBody Construction Warranty, the accident(s) void(s) the Lifetime Structural Warranty. The potential to reinstate the Structural Warranty is subject to a full inspection at the manufacturing facility in Van Wert OH.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

**1.02 PURPOSE**

The purpose of this bid is to establish a thirty-six (36) month contract with manufacturers and authorized dealers for the purchase of vehicles and equipment on a "no trade-in basis".

Trade-ins are not addressed in this contract. If a purchaser has a desire to offer vehicles/equipment for trade to the vendor, the purchaser and dealer may do so at their sole discretion, separate and apart from this contract.

**1.03 TERM OF CONTRACT**

This contract shall remain in effect for one (3) three year from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04.

The term of contract begins May 1, 2020 and ends March 31, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

**1.04 QUANTITIES**

FSA does not guarantee quantities future contract sales. Vendors are expected to engage in business marketing and sales best practices to participate in the contract.

**1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER**

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

It is the FSA's practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

**1.06 FUNDING**

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

**1.07 CURRENCY**

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

FLORIDA SHERIFFS ASSOCIATION, FLORIDA FIRE CHIEFS' ASSOCIATION,  
& FLORIDA ASSOCIATION OF COUNTIES  
FSA 20-VEF14.01 AMBULANCES & OTHER EQUIPMENT

SPECIFICATION #03 – TYPE I AMBULANCE

4x2 WHEEL DRIVE (4x4 WHEEL DRIVE OPTIONAL)

**MEDIUM DUTY REGULAR CAB, DIESEL ENGINE  
(DUAL REAR WHEEL, CAB & CHASSIS)**

**ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED**

**INSTRUCTIONS:** All bids shall meet the manufacturer's base vehicle standard equipment and the minimum specifications of the base vehicle bid.

**Scope & General Requirements:** This specification describes an ambulance configuration as defined in the **FEDERAL SPECIFICATION FOR AMBULANCES, KKK-A-(most current revision)**. Unless otherwise specified, described vehicle shall comply with KKK-A-1822F and the current **National Truck Equipment Association/Ambulance Manufacturers Division Standards**, as well as the **Chassis Manufacturers Incomplete Vehicle Manual, Body Builders Layout Book, and Ford Motor Company Qualified Vehicle Modifiers (QVM) Program Truck Guidelines** (if applicable).

The purchaser will contract directly and individually with the vendor of their choice for any and all vehicles offered on this contract and any options required to meet their individual needs. Purchasers shall choose from options furnished to them by the vendor in accordance with the FSA Contract Terms and Conditions.

Vehicle delivery shall be accomplished by manufacturer or vendor delivery to a purchaser's designated location as specified in the FSA Contract Terms and Conditions. Purchasers may reserve the right to pick up vehicles from the manufacturer or the vendor.

Bidders are advised that the Bid Bond and Performance Bond documentation required under FSA Contract Terms and Conditions is required with the bid submission. A letter from a bonding company licensed to do business in Florida must be submitted with the bid stating that the manufacturer will provide a 100% Performance Bond between the bidder and the purchaser upon award of this bid and at the request of a purchaser.

Vendors must provide warranty information to purchasers that meet the terms and conditions of the contract and any additional warranties provided in this specification bid document.

The manufacturer or vendor for vehicles under this specification group:

- a. Shall be a current member in good standing of the Ford Motor Company Qualified Vehicle Modifier Program (if applicable) and shall submit a copy of the membership certificate as part of the bid proposal.
- b. Shall be a Participating Member of the National Truck Equipment Association's Ambulance Manufacturers Division and submit a copy of his membership certificate as part of the bid proposal.
- c. Must be in compliance with Fed. Spec. KKK-A-1822F, or most current revision, for the type vehicle described herein, as prepared by an independent third party testing laboratory, and must have "Star of Life" certification affixed to ambulance upon delivery. (In-house certification will not be acceptable.)
- d. Shall carry not less than ten million dollars (\$10,000,000.00) in product liability insurance, listing

the Florida Sheriffs Association as additional insured, and shall submit a copy of this insurance with the bid proposal.

- e. Shall employ full-time parts personnel with toll-free access number.
- f. Shall employ a full-time electrical troubleshooter with toll-free access number.
- g. Shall employ a full-time warranty representative with toll-free access number.

1. ENGINE

- a. Diesel engine, 6 cylinder minimum.
- b. Heavy-duty alternator, minimum 250 amp.
- c. Maintenance free heavy-duty batteries, 750 CCA minimum, Group 31, 2 battery minimum.
- d. Manufacturer's heavy-duty engine cooling.

2. TRANSMISSION

- a. Automatic Transmission or Ford Torque Shift.
- b. Manufacturer's transmission oil cooler: water to oil heavy-duty cooling.

3. AXLES

- a. Front Axle: 7,000 lbs.
- b. Rear Axle: 12,000 lbs.
- d. Front stabilizer bar (if available)
- e. Air suspension with dual instant response leveling valves.

4. PERFORMANCE ITEMS

- a. Power Steering
- b. Anti-lock brakes
- c. Power brakes, disc type front, disc or drum rear.
- d. Fuel capacity, 250 miles minimum without refueling
- e. Heavy-duty front and rear shocks.

5. COMFORT ITEMS

- a. Factory installed air conditioning
- b. Tinted glass (factory tint)
- c. Dual air suspension seats with armrest, if available
- d. Rubber floor mat instead of carpeting
- e. AM/FM radio

6. SAFETY ITEMS

- a. Driver and passenger lap and shoulder belt with retractor.
- b. Dual electric horns
- c. Outside mirrors to provide vision for vehicles 96" wide
- d. Two speed wipers with Intermittent
- e. Interior dome lights wired to right and left doors.
- f. Halogen headlights with daytime running feature.
- g. Driver/ passenger side air bag (if available)



**7. TIRES AND WHEELS**

- a. BSW, all season tread radial 19.5-inch tires

**8. CHASSIS, FRAME, CAB**

- a. Minimum GVWR 16,500 lbs.
- b. Cab to center of axle 100 inches minimum

**9. MODULAR BODY CONSTRUCTION**

- a. The ambulance body and patient compartment shall be sufficient in size and meet requirements of this specification and those of paragraph 3.10.1 and the cot fastener system to meet or exceed requirements of paragraph 3.11.6 of the current KKK-A including all change notices.

**10. PAINT FINISH/REFLECTIVE STRIPING**

- a. Cab OEM finish and body to be painted matching color
- b. Single tone cab paint finish
- c. Wheels painted to match the cab and body
- d. KKK required reflective striping

**11. WARRANTY TO BE PROVIDED BY VENDOR TO PURCHASER**

- a. One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- b. OEM Chassis and other manufacturer's standard warranties
- c. Cab & Chassis standard manufacturer paint warranty
- d. Body 10-year paint warranty- Pro rated
- e. 5-year corrosion perforation on body
- f. 10 year minimum body structural warranty

FSA SPECIFICATION GROUP: Ambulance Type 1 - 4x2 Medium Duty Diesel Engine

FSA AWARDED VENDOR: TEN 8 FIRE EQUIPMENT INC

MANUFACTURER	CHASSIS MAKE / MODEL	MODULAR BOX	BASE PRICE	% DISCOUNT OFF MSRP	BUILD SHEETS
Braun	Ford F-650 Super Chief	170" x 96" x 73" HR	\$ 243,283	10%	<a href="#">Build Sheet</a>
Braun	Freightliner M2 Super Chief	170" x 96" x 73" HR	\$ 259,265	10%	<a href="#">Build Sheet</a>
Braun	International MV Super Chief	170" x 96" x 73" HR	\$ 256,472	10%	<a href="#">Build Sheet</a>
Braun	International CV Chief XL	169" x 96" x 72" HR	\$ 222,239	10%	<a href="#">Build Sheet</a>
Braun	Chevrolet CV5500 Chief XL	169" x 96" x 72" HR	\$ 222,303	10%	<a href="#">Build Sheet</a>
Demers	Freightliner M2 MXP170	170" x 95" x 72" HR	\$ 213,006	10%	<a href="#">Build Sheet</a>
Osage	Freightliner M2 Super Warrior	168" x 96" x 72" HR	\$ 208,262	10%	<a href="#">Build Sheet</a>
Osage	International CV Super Warrior	168" x 96" x 72" HR	\$ 206,220	10%	<a href="#">Build Sheet</a>
Osage	International MV Super Warrior	168" x 96" x 72" HR	\$ 196,219	10%	<a href="#">Build Sheet</a>
Osage	Chevrolet CV5500 Super Warrior	172" x 96" x 72" HR	\$ 196,219	10%	<a href="#">Build Sheet</a>

EXHIBIT B  
WARRANTY



# BRAUN PERFORMANCE EXCELLENCE SYSTEM

## Statement of Limited Warranty Remounted / Refurbished Ambulances

Document No. and Level: BPES-P-085-100 / Level II  
Effective Date: December 22, 2019  
Revision No. C  
Prepared By: Kim Braun  
Owner: Kim Braun  
Page: 1 of 2

### SOLIDBODY™ MODEL WARRANTY

Subject to the provisions, limitations, and conditions set forth in this warranty, Braun Industries, Inc. (the "Manufacturer or the "Refurbisher") warrants to current owner, that its ambulances are free of defects in material and workmanship and shall maintain such integrity under normal use and service. This warranty is valid only in the United States and Canada and all warranty periods start from the date of manufacture and expire per the disclosures listed below. The Manufacturer warrants to repair or replace at its sole discretion; components, installation, or workmanship deemed to be defective under the terms and conditions set forth in this warranty statement. Warranty repairs must be performed by the Refurbisher or by a Braun Authorized Dealer / Service Center.

### EXCLUSIONS AND LIMITATIONS

**NOTWITHSTANDING ANY OTHER PROVISION HEREOF TO THE CONTRARY, OTHER THAN THE EXPRESS WARRANTIES SET FORTH HEREIN, THE REFURBISHER MAKES NO OTHER WARRANTY REGARDING THE AMBULANCES, PRODUCTS AND/OR SERVICES PROVIDED BY REFURBISHER, EXPRESS OR IMPLIED, AND REFURBISHER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY IN SECTION 2-312 OF THE UCC THAT SUCH AMBULANCES AND/OR PRODUCTS DO NOT INFRINGE ON THE RIGHTS OF ANY OTHER PERSON.** The purchaser's right to repair or replacement of defective parts or workmanship is the exclusive remedy, and neither the Refurbisher nor any Braun Authorized Dealer / Service Center shall be liable for damages, whether ordinary, incidental, or consequential under this warranty. Any remedy of consequential damages; including but not limited to economic loss, transportation, mileage, trip charges, wages, etc., and any remedy of incidental damages or loss are hereby excluded. Any acts of God or natural disasters, such as flood, storm, lightning, etc. are excluded. Purchaser's noncompliance with any part of this specific limited warranty shall immediately render the total warranty null, void and non-enforceable.

The purchaser shall use, service and maintain the ambulance according to the written instructions furnished by the Manufacturer and failure of purchaser to properly use, service and maintain the product in accordance with such instructions shall void the warranty, including, without limitation, (i) use of modular body for any purpose other than what it was originally designed to perform, (ii) resale or remounting of modular body, (iii) overloading the ambulance beyond its applicable weight rating, (iv) overloading the electrical system beyond its applicable electrical load rating, (v) defects or damage as a result of misuse, abuse, negligence, damage, or failure to provide normal routine maintenance, and/or (vi) defects or damage as a result of pass-through and after-market work performed by any entity other than the Manufacturer.

This statement of limited warranty does not apply to: (i) any product or component supplied by the purchaser, (ii) any product or component that is added, repaired, modified, altered, or replaced by anyone other than the Refurbisher, (iii) any component that is not produced by the Refurbisher, and carries its own warranty, or (iv) any part or component reused as part of the

refurbish / remount process. Purchaser shall be responsible and liable for such modifications, alterations, integrations and installations performed by purchaser and purchaser hereby agrees to indemnify and hold harmless Refurbisher and its successors and assigns from all liabilities, obligations, cost, losses, demands, actions, proceedings, claims, damages, and penalties (including, without limitation, all attorney fees) incurred or suffered by Refurbisher and arising or relating to such modifications, alterations, integrations and installations performed by purchaser.

### STRUCTURAL WARRANTY

The aluminum modular body (Braun SOLIDBODY™ ambulances) are warranted to be structurally sound and free of joint separation, weld cracks, and all other structural defects in materials and workmanship for the life of the vehicle in accordance with the provisions of this warranty. The original Braun Limited Warranty may be extended to the remounted ambulance when authorized.

Inclusions to warranty – The modular body construction, including seams, joints, door frames, roof, floor, and wall construction. All exterior doors. All aluminum cabinetry.

Exclusions from warranty – Paint finish, sealant deterioration, filler shrinkage, hardware, moldings, windows, non-aluminum cabinets, and other accessories that are not structural components of the module. Normal wear parts such as door rollers, latches, hinges, etc. Any part or component becoming defective as a result of accident damage or other casualty.

An accident will void the structural warranty. The potential for reinstatement of the structural warranty is dependent on an inspection by the Manufacturer/Refurbisher or a Braun Authorized Dealer / Service Center within sixty days of the occurrence. The inspection will determine the structural integrity of the module and if there is an opportunity to reinstate the warranty.

### TRANSFER OF OWNERSHIP:

The structural warranty may be transferred to a subsequent owner(s), provided that the vehicle is inspected by the Manufacturer/ Refurbisher or a Braun Authorized Dealer / Service Center within sixty days of transfer of ownership and the warranty revalidation forms are completed and filed with the Manufacturer verifying warranty compliance. A warranty transfer fee, in addition to inspection charges, will apply. Once this warranty has become invalidated by failure to comply with this provision or for any other reason, it cannot be reinstated.

### CONVERSION WARRANTY

The non-structural construction, assembly and installation of the module is warranted to be free of defects in materials and workmanship for a period of one year from the date of Refurbishment / Remount, or up to 12,000 miles, whichever occurs first. Performance of components and equipment not manufactured by the Refurbisher are covered by the applicable warranty from the supplier of the specific item in question and may be more or less than the conversion warranty period and in some cases may not cover labor.

Inclusion to warranty – Non-aluminum cabinets, interior doors and acrylic or polycarbonate windows, hardware, latches and locks,

This is an Electronically CONTROLLED Document and the property of Braun Industries

Uncontrolled When Printed



## BRAUN PERFORMANCE EXCELLENCE SYSTEM

### Statement of Limited Warranty Remounted / Refurbished Ambulances

Document No. and Level: BPES-P-085-100 / Level II  
Effective Date: December 22, 2019  
Revision No.: C  
Prepared By: Kim Braun  
Owner: Kim Braun  
Page: 2 of 2

trim, wall coverings, floor, kick plates, cot mount hardware, grab handles, IV hangers and other accessories. Braun manufactured seating, head pads, and other cushions and upholstery items. Air conditioning and heating system hoses, connections, and installation. Peeling or de-lamination of the topcoat and/or other layers of graphics. Cracking or checking of the graphics material and loss of gloss or color.

Exclusion from warranty – Effects from normal wear/use. Floor discoloration and marring. Damage to graphics caused by chemicals including but not limited to: DEF (diesel exhaust fluid), gasoline, diesel fuel, anti-freeze, power steering fluid, brake fluid, fuel additives, magnesium, calcium chloride, road salt, or other substances which are used to free roads from ice/snow. Damage caused by power washers, or other aggressive forms of washing. Damage caused by rolling, sliding or segmented doors.

#### CHASSIS WARRANTY

All Braun ambulances that are mounted on a new chassis will carry the full OEM warranty, as issued by the specific chassis OEM. This warranty is administered by the chassis OEM's representing dealer and is subject to the guidelines, restrictions, and limitations that they set forth. This warranty does not apply to any portion of the truck or chassis directly included in the alteration process – including materials added to and work accomplished on the original chassis by a vehicle modifier. Should any chassis service/repairs be required due to Braun alterations, such repairs/service are covered under the Braun warranty for a term equal in duration, and in every other aspect, to the warranty provided by the OEM for the applicable chassis model year. The purchaser should complete an alignment after the unit is loaded and readied for use, as added weight and weight distribution will affect vehicle alignment. Alignments are not covered by OEM nor Braun warranty.

#### ELECTRICAL WARRANTY

The refurbished portion of the electrical system is warranted to be free of mechanical, electrical, and physical defects (excluding lamps, switches, and electrical display screens) for a period of three years from the date of Refurbishment / Remount, or up to 50,000 miles, whichever occurs first. Any pre-existing electrical component reused in the refurbishment will maintain any original remaining warranty still in effect. No additional warranty will be applied to those reused items.

Inclusion to warranty – All Refurbisher installed wiring, wiring terminals, connectors, nodes and electrical display screens. Modifications to programming and proper system functions. Installation and proper wiring of standard and specified optional components such as fans, lights, sirens, compressors, IV warmers etc.

Exclusion from warranty – Chassis electrical systems which are covered by the chassis OEM. Batteries and alternator systems which are covered by the OEM warranty. Light bulbs, batteries, and other normal wear/consumable type items.

#### PAINT WARRANTY

The paint warranty covers the areas of the ambulance body refinished with paint products specified by the Refurbisher for a period of three years from the date of Refurbishment / Remount, or up to 36,000 miles, whichever occurs first. Paint repairs must be pre-authorized by the Refurbisher and performed by the Manufacturer/Refurbisher or an Authorized Braun Dealer / Service Center.

Inclusion to warranty – Peeling or de-lamination of the topcoat and/or other layers of paint. Cracking, checking or loss of gloss. Any paint failure caused by defective materials which are covered by this warranty. Corrosion caused by improper surface preparation, dissimilar metal reaction, or improper paint application.

Exclusion from warranty – Paint deterioration caused by road salt, magnesium, calcium chloride, or other substances which are used to free roads from ice/snow. Paint deterioration caused by accidents, acid rain, chemical fallout, acts of nature, or the lack of routine maintenance such as regular washing and waxing or the failure to touch-up stone chips. Damage caused by chemicals including but not limited to: DEF (diesel exhaust fluid), gasoline, diesel fuel, anti-freeze, power steering fluid, brake fluid, fuel additives, abrasive cleaners, etc. Failures resulting from product misuse or abuse including but not limited to stone chips, scratches, gouges, other impact damage, etc. Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, pressure washing, or aggressive mechanical wash systems. Failure of finishes that were applied without the prior, written authorization of the Manufacturer/Refurbisher.



## BRAUN PERFORMANCE EXCELLENCE SYSTEM

### Statement of Limited Warranty Remounted / Refurbished Ambulances

Document No. and Level: BPES-P-085-100 / Level II  
Effective Date: December 22, 2019  
Revision No. C  
Prepared By: Kim Braun  
Owner: Kim Braun  
Page: 3 of 2

#### 1. APPROVALS AND REVISION HISTORY:

Date	Revision	Description of Change	Approval (s):
12/16/15	Release	New Document	Kim Braun
8/19/16	A	Clarified OEM versus Braun responsibility in Chassis Warranty Section	Kim Braun/Dennis Gallo
7/28/17	B	Yearly Review-Content Updated	Kim Braun
12/22/17	C	Document Content Updated	Kim Braun
12/22/18	Rev C Release	Document Review- December 2018	Kim Braun
12/22/19	C	Yearly Document Review- December 2019	Kim Braun

This is an Electronically CONTROLLED Document and the property of Braun Industries  
Uncontrolled When Printed

**EXHIBIT C**

**PURCHASING TERMS AND CONDITIONS**

## PURCHASING TERMS AND CONDITIONS

(Florida)

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire Equipment, Inc., a Florida corporation ("Company") and Customer (as defined in Ten-8 Fire Equipment, Inc.'s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.

- a. "Acceptance" has the same meaning set forth in Company's Equipment Proposal.
- b. "Company's Equipment Proposal" means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. "Cooperative Purchasing Contract" means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. "Delivery" means when Company delivers physical possession of the Product to Customer.
- e. "Manufacturer" means the Manufacturer of any Product.
- f. "Prepayment Discount" means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. "Product" means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. "Purchasing Terms and Conditions" means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- i. "Specifications" means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s) as set forth in Company's Equipment Proposal ("Purchase Price"). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

- a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of



the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

- b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.
7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
  - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, including transportation or delivery losses outside of Company's control, 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.
11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire Equipment, Inc. will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.