

Unified Fire Authority
Contract UFA 14-110



Commencing December 15, 2014 through December 14, 2016

With option of renewal each year until December 14, 2021 at which date contract fully expires

Refurbishment of Fire Apparatus
UNIFIED FIRE AUTHORITY

THIS AGREEMENT is made and entered into as of December 15, 2014 by and between UNIFIED FIRE AUTHORITY a political subdivision of the State of Utah, hereinafter "UFA", and Firetrucks Unlimited, a partnership, hereinafter "Supplier".

WITNESSETH:

WHEREAS, Supplier desires to provide Refurbishment of Fire Apparatus as described in the attached specifications for UFA;

WHEREAS, UFA desires to engage Supplier for such products and services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, it is agreed by and between the parties hereto as follows:

1. Supplier agrees to provide refurbishment of Fire Apparatus as described in the attached specifications in Exhibits A and B and attached hereto for a period of (2) two, years commencing as of the date of execution of this Agreement. UFA may extend this Agreement for (5) five additional years, renewable on an annual basis, under the same terms and conditions. Notice of time extensions shall be in writing served upon the Supplier by regular mail at least thirty (30) days prior to the expiration of the original term of this Agreement, or any current extension, in order for such extension to be effective. All financial commitments by UFA shall be subject to the availability of funds approved by UFA Board and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.

2. Said provision to provide refurbishment of Fire Apparatus as described in the attached specifications shall consist of the products and services and requirements listed under Exhibit "A", Scope of Work, attached and incorporated by reference.

3. For such products and services, Supplier shall be paid as specified under Exhibit "B", Price Schedule, attached and incorporated by reference.

4. For such consideration, Supplier shall furnish all materials, supervision, labor and equipment to complete the requirements of this Agreement.

5. Supplier, at its own cost, shall secure and maintain the following minimum insurance coverage:

A. Worker's Compensation sufficient to cover all Suppliers' employees pursuant to Utah State statutes or the statutes of the state in which Supplier is located or the work is performed. The certificate and policy shall provide that coverage thereunder shall not be canceled or reduced without at least thirty (30) days prior written notice to UFA.

B. Commercial General Liability insurance with UFA named as an additional insured, in the minimum amount of \$1,000,000.00 per occurrence with a \$2,500,000.00 aggregate. The certificate and policy shall provide that coverage thereunder shall not be canceled or modified without at least thirty (30) days prior written notice to UFA.

C. Comprehensive Automobile Liability Insurance including owned, hired and non-owned automobiles, with UFA named as an additional insured, in the minimum amount of \$1,000,000 per occurrence. The certificate and policy shall provide that coverage thereunder shall not be canceled or modified without at least thirty (30) days written notice to UFA.

D. Supplier shall furnish Certificates of Insurance, acceptable to UFA, verifying the foregoing concurrent with the execution hereof and thereafter as required.

E. All policies of insurance provided shall be issued by insurance companies licensed to do business in the State of Utah and the state in which Supplier is located and shall be either:

(1) Listed in the *Federal Register*, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds"; or

(2) Rated with an A- or better rating in the most current edition of *Best's Key Rating Guide—Property-Casualty United States*.

F. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Supplier shall be required to provide a new Certificate of Insurance within thirty (30) days of being notified thereof in writing by UFA, certifying coverage in compliance with the modified limits or, if no new limits are specified, in such an amount as may be acceptable to UFA's Chief Legal Officer.

6. Supplier shall provide a Performance Bond and a Payment Bond in a form acceptable to UFA's Chief Legal Officer, and this Agreement shall not be in effect until such bonds are delivered and approved. Said bonds shall be in an amount equal to 100% of the total amount of the specified products and services. Contractor shall agree to keep the bonds in force and effect throughout the entire term of this Agreement. The bond cost(s) may be included as a separate item in the proposal or supplier agrees to pay the costs upon being awarded the agreement.

7. Supplier shall obey all laws, ordinances, regulations and rules of the Federal, State, County and Municipal governments that may be applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA), Environmental Protection Agency (EPA), and the Americans with Disabilities Act (ADA). Any violation of applicable law shall constitute a breach of this Agreement and Supplier shall hold UFA harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by UFA as a result of such violation.

8. UFA may, in its sole discretion, terminate this Agreement upon ten (10) days prior written notice to Supplier if UFA determines that Supplier's performance is unsatisfactory, or that Supplier has violated any of the terms or provisions of this Agreement; or in the event Supplier becomes insolvent or is named as a Debtor in Bankruptcy. In the event of termination under this paragraph, the Supplier, at UFA's option, shall forfeit as liquidated damages, all performance bonds or other sureties given to UFA under this Agreement. The liquidated damage option shall be in addition to any and all remedies at law or equity, which are available to UFA.

9. If this Agreement is canceled or terminated as provided herein, UFA shall calculate and pay the Supplier on the basis of actual services satisfactorily performed and benefit received.

10. Supplier, for itself, its successors and assigns, as part of the consideration herefore, covenants that no person, solely on the grounds of race, color, national origin, age, sex, religion or non-job related disability, shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the furnishing of services hereunder, unless the characteristic is a bona fide occupational qualification.

11. Supplier agrees to indemnify, save harmless and defend UFA, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges and causes of action of every kind or character, including attorney's fees, to the extent they are caused by Supplier's intentionally wrongful, reckless or negligent performance hereunder. If UFA's tender of defense, based upon this indemnity provision, is rejected by Supplier, and Supplier is later found by a court of competent jurisdiction to have been required to indemnify UFA, then in addition to any other remedies UFA may have, Supplier shall pay UFA's reasonable costs, expenses and attorney's fees incurred in proving such indemnification, defending itself or enforcing this provision. Nothing herein shall be construed to require the indemnitor to indemnify the indemnitee against the indemnitee's sole negligence.

12. Supplier represents that it has not: (1) provided an illegal gift or payoff to a UFA officer or employee or former UFA officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly influenced, and hereby promises that it will not knowingly influence, a UFA officer or employee or former UFA officer or employee to breach any of the ethical standards set forth in the conflict of interest policy or any of the provisions of Utah Code Title 67, Chapter 16.

13. Supplier is not an employee of UFA for any purpose whatsoever. The Supplier is an independent contractor at all times during the performance of the services specified.

14. All notices shall be directed to the following address:

Unified Fire Authority:
Fire Chief
3380 South 900 West
Salt Lake City, Utah 84119

With a copy to:
Unified Fire Authority
Chief Legal Officer
3380 South 900 West
Salt Lake City, Utah 84119

15. This Agreement shall not be assigned by either party without the prior written consent of the other party.

16. Supplier's obligations are solely to UFA and UFA's obligations are solely to Supplier. This Agreement shall confer no third party rights whatsoever.

17. This Agreement embodies the entire Agreement between the parties and shall not be altered except in writing signed by both parties.

18. The total Agreement between the parties shall consist of:

- a. This Agreement.
- b. UFA's Request for Proposals and the attachments thereto, including all specifications.
- c. Offeror's response to the Request for Proposals

19. Any ambiguity in this Agreement shall be construed in favor of UFA.

20. This Agreement shall be enforced in and governed by the laws of the State of

Utah.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

UNIFIED FIRE AUTHORITY

By [Signature]
Title Deputy Fire Chief

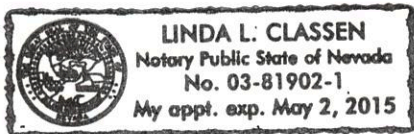
SUPPLIER

By [Signature]
Title VP

CORPORATE ACKNOWLEDGMENT

STATE OF NEVADA)
~~UTAH~~) :SS
County of Clark)

On the 16th day of December, 2014, personally appeared before me Brian Rayburn, who being by me duly sworn, did say that he/she is the Vice President, and said person acknowledged to me that said corporation executed the same.



[Signature]
NOTARY PUBLIC, residing in

Clark County

My Commission Expires:

May 2, 2015

EXHIBIT "A"

SCOPE OF WORK

Refurbishment of Fire Apparatus

I. GENERAL

1. Supplier, if doing business under an assumed name, i.e. an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.

NOTE: Forms and information on how to get registered may be obtained by calling (801) 530-4849 or by accessing www.commerce.state.ut.us.

2. Supplier shall assume full responsibility for damage to UFA property caused by Supplier's employees or equipment as determined by designated UFA personnel.
3. Supplier shall be solely responsible for the safety of Supplier's employees and others relative to Supplier's work, work procedures, material, equipment, transportation, signage and related activities and equipment.
4. Supplier shall possess and keep in force all licenses and permits required to perform the services of this Agreement.

II. RESPONSIBILITIES OF THE SUPPLIER

The responsibilities of the Supplier include, but shall not be limited to, the following.

1. Provide refurbishment of Fire Apparatus, Heavy Fleet Vehicles Fire Engines, Ladder trucks etc.
2. Repair damage to fire apparatus including but not limited to body, frame, electrical, engine, aerial ladder, similar to the example in attachment 1.
3. Except as provided in the following "Note", the supplier shall currently own and operate a place of business that shall be devoted to refurbishment of Fire Apparatus. Said place must be adequately equipped and staffed to render services set forth in this solicitation.

NOTE: In the event that offer is submitted by a distributor or offeror other than a direct manufacturer, a certificate of compliance executed by the manufacturer must be approved by UFA. Said certificate shall state that the offeror is an authorized distributor of the manufacturer and that the re-design offered will be built in compliance with the specifications set forth in this solicitation.

4. Supplier shall agree to provide trained personnel, within 24 hours after receipt of call, to assist with technical service problems. No exceptions to this requirement shall be considered.

III. DELIVERY CONDITIONS

It shall be agreed that legal responsibility for refurbishment of Fire Apparatus shall remain with the supplier and manufacturer until all acceptance tests have been completed and the UFA has formally accepted the apparatus refurbishment.

1. All testing shall be discussed and/or witnessed by a designated fleet officer of UFA.
2. The apparatus may be driven from the shop to UFA by a legally, qualified, and insured individual of the shop. Should damage occur, any costs associated with such damage shall be the responsibility of the supplier.
1. The manufacturer shall immediately furnish any and all recall information, technical services and/or repair bulletins to UFA's designated fleet manager. These bulletins shall be furnished for the term of the Agreement and the life of each item.

VI. ACCEPTANCE PROCESS

It is understood that payment for refurbishment of Fire Apparatus will not be made by UFA until all requested specifications have been met. This means that all required corrections must have been made and final acceptance tests must be completed by UFA prior to payment. It is therefore acknowledged that UFA may be in possession of the final Refurbishment of Fire Apparatus, Heavy Fleet Vehicles Fire Engines, Ladder trucks etc., well in advance of approval for payment.

VII. ACCEPTANCE

Any change which the Chief of UFA may consider necessary to ensure compliance with the specifications set forth here in, must be made within thirty (30) days following notification of need. Failure to make the required changes will be considered cause for rejection of the refurbishment of Fire Apparatus.

EXHIBIT "B"

PRICE SCHEDULE

Refurbishment of Fire Apparatus

I. GENERAL

- A. Prices stated include all costs associated with the performance of the services specified, including materials, supervision, labor, transportation, delivery, and related costs. No other charges shall be allowed.
- B. UFA is exempt from sales, use and federal excise taxes on these products and/or services. Exemption certificates shall be furnished upon request.
- C. Prices stated shall be firm for the term of this Agreement. Requests for price adjustment thereafter shall follow requirements specified in Paragraph III, Option Renewal Period Price Adjustment.

II. PRICING

- A. Pricing to be consistent with that presented in the proposal, with the ability of minor pricing adjustments, due to changes of an unforeseen nature that are agreed upon by UFA and Supplier.
- B. Pricing must be itemized. Please see pricing example.

III. OPTION RENEWAL PERIOD PRICE ADJUSTMENT

- A. Prices stated are firm for the term of this Agreement. If this Agreement is extended for additional option periods, inflationary adjustments may be made at the discretion of the UFA, however, any request for adjustment shall be made by Supplier between the sixtieth (60th) and fortieth (40th) day prior to the extension date. Supplier shall calculate and make a request of UFA that the prices for the next renewal year be increased by the lesser of five percent (5%), or the same percentage increase, if any, in the latest published Consumer Price Index, All Urban Consumers (CPI-U), "US UFA Average" published by the Bureau of Labor Statistics of the US Federal Government. If publication of said CPI index should cease, such percentage increase shall be determined by reference to a similar index, or as agreed upon by the parties. UFA shall notify Supplier of its decision within fifteen (15) days of receiving Supplier's request.

IV. INVOICING AND PAYMENT

After acceptance of the work, UFA shall make payment to Supplier for all services performed by Supplier pursuant to this Agreement. Supplier shall submit a copy of the work order and written invoice, in duplicate, for services rendered and UFA shall pay the invoiced fee within thirty (30) days.

Original invoices shall be submitted to: Unified Fire Authority
Attn: Accounts Payable
3380 South 900 West
Salt Lake City, Utah 84119

Copy of invoice and work order shall be submitted to:
Christine Bankowski
logisticsbilling@ufa-slco.org
Fax: 801-955-2726

Pricing Example – FIRETRUCKS UNLIMITED

Refurbishment of Fire Apparatus

Service/Part Provided	Rate	Discount /mark up	UFA Pricing
Shop Hourly Rate	\$95 / Hour	\$7 / Hour discount	\$88 / Hour
Engineering Hourly Rate	\$175 / Hour	\$25 / Hour discount	\$150 / Hour
Delivery Charge	On a per quote basis depending on the apparatus	On a per quote basis depending on the apparatus	On a per quote basis depending on the apparatus
Shop fees	N/A	N/A	N/A
Disposal fees	N/A	N/A	N/A
Parts (provide itemized list of manufactures represented)	See list of parts manufacturers and parts pricing example	See list of parts manufacturers and parts pricing example	See list of parts manufacturers and parts pricing example

Above demonstrates how your pricing schedule should be submitted. All services should be itemized and appropriate pricing listed next to it. Please specify a discount if one is being offered.



The Refurb Leader!

PARTS MANUFACTURERS AND PARTS PRICING SAMPLE

As the **ONLY** full service refurbishment company to offer a fully featured refurbishment program for every make and model of fire apparatus, Firetrucks Unlimited's ability to procure and stock parts is not limited to any one particular component or apparatus manufacturer. Firetrucks Unlimited can offer components meeting OEM specifications for all the apparatus OEMs including but not limited to Seagrave, Pierce, KME, E One, HME, Ferrara, Spartan, ALF, USTanker etc.

Additionally, every brand of fire apparatus component is available as part of the refurbishment including Whelen, Federal Signal, Code 3, FRC, FoamPro, ROM, AMDOR, H.O. Bostrom, 911 Seats Inc., Hale, Waterous, Akron, Elkhart, Task Force Tips, Performance Advantage Company (PAC), ZICO, David Clark, Fire Com, Sigtronix, Class 1, United Plastic Fabricating, Cummins, CAT, Detroit Diesel, Allison etc. Below is a sample pricing discount schedule for a few of the brand we can offer.

*****PRICING SAMPLE*****

Brand	Discount off MSRP
Whelen	22%
Federal Signal	22%
FRC	22%
Akron	26%
Task Force Tips	26%