

**AMENDMENT TO CONTRACT FOR FIRE-FIGHTING
APPARATUS AND EQUIPMENT NO. 3740A**

THIS AMENDMENT is made this 20 day of Apr, 2021, between the **CITY OF TALLAHASSEE**, a Florida municipal corporation (the "City"), and **REV RTC, Inc., d/b/a Hall-Mark RTC**, a foreign profit corporation (the "Contractor"). The City and the Contractor may be referred to individually as a "Party" and together as the "Parties."

RECITALS

WHEREAS, the Parties entered into Contract No. 3740 ("Contract") dated May 12, 2016, for the purchase of Fire Apparatus, associated firefighting equipment and accessories, and parts for such Apparatus and Equipment under RFP No. 0088-15-KM-RC; and,

WHEREAS, the Parties desire to amend the Contract to address changes to Subsection 9.4, Subsection 10.13, and to extend the Contract for five (5) additional years.

NOW, THEREFORE, in consideration of the following mutual covenants set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Section Subsection 9.4 of Section 9.0 – Warranty and Maintenance of the Contract is hereby deleted and replaced with the following:

The Contractor agrees to have at least one manufacturer-trained technician assigned to perform all warranty and non-warranty (non-warranty covered on a "as-needed" basis) mechanical related issues as approved by the City's Fleet Management Director as required by the City. The City agrees the work can be performed at the Contractor's Shop located at 4900 Blountstown Hwy, Tallahassee, Florida 32304; however, if needed and with proper notice, the Contractor agrees the technician can be available to work at the following locations: the Fleet Management facility located at 400 Dupree Street, Tallahassee, Florida 32304, surrounding City Fire Stations, or other agreed upon locations. The technician shall facilitate and expediate both warranty-related work and general repairs including all paperwork associated with the same as directed

by the Fleet Service Manager. The City shall not be obligated to pay the Contractor for any warranty-related repairs or replacements; however, the Contractor shall be entitled to receive any reimbursement or payment that may be offered by the manufacturer with respect to warranty repairs, replacements, or claims performed by the Contractor. Non-warranty repairs performed by the Contractor will be billed to the City at a labor rate agreed upon by the City and the Contractor. The Contractor agrees that all work to be completed on the City's Fire Trucks and apparatus shall be treated as a top priority.

2. Section 10.13 of Section 10 is hereby deleted and replaced with the following:

The Contractor shall make Apparatus and/or Equipment available to other governmental entities on the same terms and conditions as set forth in this Contract. Should any entity purchase Apparatus and/or Equipment, the City charges an administrative fee of 0.5% of the total purchase price for the first purchase and an administrative fee of 0.25% for every such purchase thereafter within the same order. The Contractor shall be responsible for the reporting, collection, and remittance of the administrative fee(s) paid by other governmental entities to the City. Should any such purchases by other governmental entities be made, the Vendor shall submit a report of such purchase(s) within thirty (30) calendar days of receiving payment via email to kathy.crum@talgov.com. The subject line of the email should **reference Reporting Administrative Fee - Agreement No. _____** with a copy of the purchase order attached to the email.

- a The Contractor shall remit all administrative fees no later than ten (10) calendar days after the end of each fiscal quarter to the following address:

Fleet Management Admin
400 Dupree Street
Tallahassee, Florida 32304

Payments should be made by check with **Payment Administrative Fee – Agreement No. 3740A referenced** on the check.

3. The term listed under Section 3.0 – Term of the Contract is hereby extended for five (5) additional years beginning May 12, 2021 to May 11, 2026, unless earlier terminated in accordance with the original terms of the Contract.
4. Except as specifically amended hereby, the terms and conditions of the Contract shall continue in full force and effect.

The Parties are executing this Amendment by their duly authorized representatives as of the date set forth in the introductory clause.

IN WITNESS WHEREOF the City and Contractor have caused this Amendment to Agreement to be executed.

**REV RTC, Inc.,
d/b/a Hall-Mark RTC**

By: Dee Daniels
By: Dee Daniels, Director of Apparatus Sales (Apr 16, 2021 10:15 EDT)

Name: Dee Daniels

Title: Director of Apparatus Sales



CITY OF TALLAHASSEE

By: V. McCrackin
By: Veronica McCrackin, Procurement Manager (Apr 16, 2021 10:10 EDT)

Veronica McCrackin, Procurement Manager

Attest:

By: James O. Cooke, IV
James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:

By: Cassandra K. Jackson
Cassandra K. Jackson, City Attorney