

TOTAL COST OF OWNERSHIP **AGREEMENT**

The intent of this agreement is to describe special terms and conditions for the City of Ocala to purchase with vendor maintenance, one (1) TruVac FLXX. The proposal is written to ensure that equipment operated by you will provide the lowest total cost during its useful life. The proposal is supplemental to the TruVac Technical Specifications.

DEFINITIONS:

- The term "you" shall mean the City of Ocala.
 - The term "EPG" shall mean Environmental Products Group, the dealer who represents the manufacturer of the equipment being proposed.
 - The term "Fleet Management" shall mean City of Ocala's Fleet Manager or his/her designated representative, wherein the equipment will be operated and maintained.
 - The term "EPG Principal" shall mean the principal person or his/her designated representative of EPG, whom this contract shall apply.
 - The term "normal work day" shall mean a day which falls on or between Monday and Friday of the calendar week, 52 weeks a year, excluding city holidays. A list of all city holidays shall be supplied to the EPG from you upon award of this contract.
 - The term "normal working hours" shall mean the time period of a normal workday when the City of Ocala's main equipment shop and/or maintenance facility is normally open for operation. You shall supply EPG with this information upon award of this contract.
 - The term "in-service date" shall mean the date the City of Ocala places the unit in operation. The City will notify the EPG Principal of the in-service date.
 - The term "downtime" shall mean the period of time measured in normal work days that the unit is unable or unsafe to perform those operations for which the unit was designed.
1. The maintenance period shall be for (5) year term.
 2. The training will require a minimum of one (1) day for operating and one (1) day for daily maintenance.

3. The City of Ocala is responsible for providing fuel, tires, insurance, nozzles, debris hose and operator for the TruVac. Original equipment items listed in this paragraph to be utilized and will be supplied at fleet pricing.
4. The City of Ocala is responsible for the daily maintenance of the TruVac in accordance with instructions from EPG and/or the manufacturer.
5. EPG is responsible for the cost and labor of the following:
 - a) Chassis and related components except tires
 - b) TruVac and related components
 - c) All monthly, semi-annual and annual maintenance requirements
6. EPG shall be fully responsible for transporting to and from your facility, at no cost to you for any repairs or maintenance required, if said repairs or maintenance cannot be completed at the City's site.
7. EPG shall guarantee that the equipment purchased under this contract will be available for operation at least 95% of normal workdays. EPG shall guarantee that the equipment purchased under this contract will not be out of service for more than five (5) consecutive, normal work days for the TruVac, and no more than five (5) consecutive, normal workdays for the chassis (not including DEF system), nor more than five (5) normal workdays, in any 100 consecutive, normal work day period.
8. Equipment availability shall apply to equipment put out of service due to faulty parts, components, or equipment design, which render the unit unable or unsafe to perform those operations for which the unit is designed. The City of Ocala supervising personnel, after inspection will determine in conjunction with an EPG Principal, if the unit was inoperable or unsafe. Equipment availability shall not apply to equipment during routine maintenance or equipment put out of service due to theft, physical damage, vandalism, accident, the City of Ocala's personnel negligence or act of God.
9. The unit will be considered out of service starting the first normal work day, following EPG notification by the City that the unit is inoperable or unsafe and requires repair. Therefore, the downtime clock will start at the beginning of the first normal work day, following such notification. The City of Ocala's Fleet Manager will notify the EPG Principal during normal working hours of a unit that is out of service and requires repair. The unit will be considered in service (operational) starting the first normal work day following the completion of the repair and/or return of the repaired unit. Therefore, the downtime clock will stop at the beginning of the first normal day following the repair completion or return of the repaired unit.
10. Equipment availability or in-service percentage (uptime) will be computed by the City at the end of each 100 consecutive, normal work day period, beginning

from the in-service date, using downtime increments of normal work days. The City will use the following formula to compute equipment availability at the end of each 100 consecutive, normal work day period: $Equipment\ Availability = [(100\ Days - Downtime)/100\ Days] \times 100\%$

NOTE: The term "Days" refers to normal work days. The term "Downtime" refers to the total downtime accumulated during the 100 consecutive, normal work day period.

11. EPG will credit the City a daily amount of equal to 1/365th of the annual charge for each normal workday required to provide 95% availability in the event a replacement unit is not available.
12. EPG will provide a relief unit should repair downtime be more than five (5) consecutive, normal work days for the TruVac, and/or more than five (5) consecutive days for the chassis. All costs associated with securing and delivering the relief unit shall be at EPG's expense, with no cost to the City of Ocala. The relief unit must be functionally equivalent to its replacement.
13. This guarantee shall be in effect for a period of (5 years). Time will be measured in calendar years from the in-service date and engine hours will be recorded on the electric, solid state hour meter provided with the unit.
14. The City is responsible for payment of Title and License Plate Fees.
15. Rates: (\$15,000) Annual in advance per unit.
16. Nothing here in is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
17. PUBLIC RECORDS. EPG shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, EPG shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if EPG does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of EPG or keep and maintain public records required by the public agency to perform the service. If EPG transfers all public records to the public agency upon completion of the contract, EPG shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If EPG keeps and maintains public records upon completion of the contract, EPG shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF EPG HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EPG'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

City of Ocala

Environmental Products of Florida

By: _____

By: John Miller

Its: _____

Its: Vice President

Date _____

Date _____

Approved as to form and legality:
