

CONTRACT APPROVAL FORM

RECEIVED
CONTRACT MANAGEMENT
2011 FEB -2 AM 10:10

(Contract Management Use only)
CONTRACT TRACKING NO.
Cm1337-A2

CONTRACTOR INFORMATION

Name: Municipal Equipment Co., LLC
Address: 2049 West Central Blvd. Orlando, Florida 32805
City State Zip
Contractor's Administrator Name: Harry K. Holcomb Title: Sales Rep.
Tel#: 1-800-228-8448 Fax#: 1-877-775-2448 Email: HARRY.HOLCOMB@MECOFIRE.COM

CONTRACT INFORMATION

Contract Name: FIRE RESCUE-Bunker Gear Contract Value: \$20,000.00

Brief Description: Contract renewal for bunker gear and related protective gear.

Contract Dates : From 2/28/11 to 2/27/12 Status: New Renew Amend# WA/Task Order


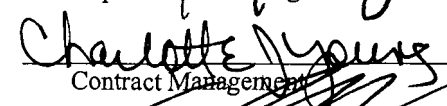
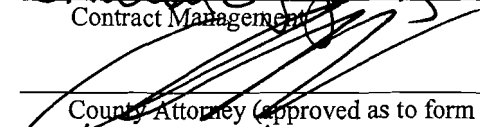
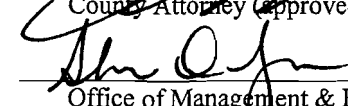
How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____ No Increase

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|---|----------------|--|
| 1. |  | <u>1/19/11</u> | <u>04223522 - 552222</u>
<u>01261526 - 552222</u> |
| | Department Head Signature | Date | Funding Source/Acct # |
| 2. |  | <u>1/21/11</u> | |
| | Contract Management | Date | |
| 3. |  | <u>1/25/11</u> | |
| | County Attorney (approved as to form only) | Date | |
| 4. |  | <u>1-31-11</u> | |
| | Office of Management & Budget | Date | |

Comments: _____

~~INTERIM~~ COUNTY MANAGER - FINAL SIGNATURE APPROVAL

 _____ 2/1/11
Ted Selby Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

11 JAN 25 AM 11:32
11 FEB -2 PM 8:32
RECEIVED
CONTRACT MANAGEMENT
2011 JAN 21 PM 3:20

**AMENDMENT NO. 2/ SECOND EXTENSION TO THE
AGREEMENT FOR BUNKER GEAR FOR FIRE RESCUE**

THIS ADDENDUM entered into this 1st day of February, 2011 by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as "County") and **MUNICIPAL EQUIPMENT COMPANY, LLC**, 2049 West Central Boulevard, Orlando, FL 32805, (hereinafter referred to as "Vendor").

WHEREAS, the parties entered into an Agreement dated October 8, 2008; and

WHEREAS, the original agreement provided for an initial term beginning October 8, 2008 and ending February 27, 2010, with an option to extend upon mutual contract between the vendor and the County; any extension of performance period under this provision shall be in one (1) year increments, and;

WHEREAS, the parties agreed to extend the agreement for a period beginning February 28, 2010 and ending February 27, 2011; and

WHEREAS, the parties desire to amend and extend said Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. In accordance with Section 20 of the Agreement dated October 8, 2008, the performance period is hereby extended for an additional one (1) year beginning February 28, 2011 and ending February 27, 2012.
2. All other provisions of said Agreement not in conflict with this Addendum shall remain in full force and effect.
3. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

 2/8/11

TED SELBY, COUNTY MANAGER
Its: Designee

[Remainder of page intentionally left blank]

MUNICIPAL EQUIPMENT COMPANY, LLC

Robert J. Fenneman
By: ROBERT J. FENNEMAN
Its: PRESIDENT

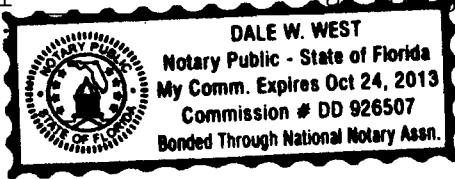
STATE OF FLORIDA
COUNTY OF ORANGE

Before me personally appeared,
ROBERT J. FENNEMAN, who is personally known or
produced _____ as identification, known
to be the person described in and who executed the foregoing
instrument, and acknowledged to and before me that he/she
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 17TH day of
JANUARY, 2011.

Dale W. West
Notary Signature

Notary-Public-State of _____ at large
My Commission expires _____



NASSAU COUNTY
 BOARD OF COUNTY COMMISSIONERS
 76347 Veterans Way
 Suite 4000
 Yulee, FL 32097

Purchase Order

Fiscal Year 2011 Page 1 of 0

Purchase Order # **10000371-00**

001
 NASSAU COUNTY BOARD OF COMMISS
 76347 VETERANS WAY STE 1010
 YULEE FL 32097

STATE SALES TAX CERTIFICATION NUMBER:
 85-8012559204C-5
 FEDERAL IDENTIFICATION NUMBER:
 59-1863042

MUNICIPAL EQUIPMENT COMPANY, LLC
 2049 WEST CENTRAL BOULEVARD
 ORLANDO FL 32805

NASSAU COUNTY FIRE/RESCUE
 96160 NASSAU PLACE
 YULEE FL 32097

800-228-8448	877-775-2448		
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01/18/2011	2441		FIRE DEPT-AMELIA ISLAND
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The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading					
1	BUNKER GEAR	1.0	EA	\$2,265.300	\$2,265.30
ROLL OVER PO CM1337-A1					
***** GL SUMMARY *****					
01261526 - 552222				953.75	
04223522 - 552222				1,311.55	

RECEIVED IN GOOD ORDER
 BY: _____
 DATE _____

\$2,265.30

Constance Holmes

From: Sam Young
Sent: Thursday, December 23, 2010 8:23 AM
To: Dawn Krass
Cc: Constance Holmes; Randal Toskin
Subject: RE: CM1337 Municipal Equipment Company Contract

I would like to renew this contract please

Sam Young; Fire Chief
Nassau County Fire Rescue
96160 Nassau Place
Yulee, Florida 32097
syoung@nassaucountyfl.com

904.491.7525
904.321.5748 (fax)

From: Dawn Krass
Sent: Monday, December 20, 2010 12:00 PM
To: Sam Young
Cc: Constance Holmes; Randal Toskin; Dawn Krass
Subject: FW: CM1337 Municipal Equipment Company Contract

Sam,

Do you wish to renew this contract? It expires February 27, 2011.

Dawn M. Krass
Contract Specialist
Nassau County Contract Management
96135 Nassau Place, Suite 6
Yulee, Florida 32097
Phone: (904)491-7377 ext 1097
Fax: (904) 321-2658
Email: dkrass@nassaucountyfl.com

From: Dawn Krass
Sent: Thursday, September 02, 2010 4:22 PM
To: Sam Young
Cc: Dawn Krass
Subject: CM1337 Municipal Equipment Company Contract

Sam,

Please review attached memo and advise how you wish to proceed with this contract. I have included a copy of the contract and last year's renewal for reference.

Dawn M. Krass
Contract Specialist
Nassau County Contract Management
96135 Nassau Place, Suite 6
Yulee, Florida 32097
Phone: (904)491-7377 ext 1097
Fax: (904) 321-2658
Email: dkrass@nassaucountyfl.com

1/18/2011



Nassau County Board of County Commissioners
Contract Management Department
96135 Nassau Place, Suite 6
Yulee, FL 32097

MEMORANDUM

TO: Sam Young, Chief
Fire Rescue

FROM: Dawn Krass, Contract Specialist *DMK*
Contract Management

DATE : September 2, 2010

SUBJECT: Bunker Gear Contract with Municipal Equipment Company
Will Expire February 27, 2011

The above contract is approaching expiration. There are renewal provisions that allow for one (1) year renewals. Contract Management would like to know if you are interested in renewing this contract. If your department wishes to exercise this option, then Contract Management will contact Municipal Equipment Company, LLC to gauge their interest in exercising this option as well.

Please respond by October 1, 2010 so the appropriate course of action can be pursued.

Please feel free to contact me at (904)491-7377 with any questions or concerns.

**AMENDMENT NO. 1/ FIRST EXTENSION TO THE
AGREEMENT FOR BUNKER GEAR FOR FIRE RESCUE**

THIS ADDENDUM entered into this 26th day of February, 2010 by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as "County") and **MUNICIPAL EQUIPMENT COMPANY, LLC**, 2049 West Central Boulevard, Orlando, FL 32805, (hereinafter referred to as "Vendor").

WHEREAS, the parties entered into an Agreement dated October 8, 2008; and

WHEREAS, the original agreement provided for an initial term beginning October 8, 2008 and ending February 27, 2010, with an option to extend upon mutual contract between the vendor and the County; any extension of performance period under this provision shall be in one (1) year increments, and;

WHEREAS, the parties desire to amend and extend said Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. In accordance with Section 20 of the Agreement dated October 8, 2008, the performance period is hereby extended for an additional one (1) year beginning February 28, 2010 and ending February 27, 2011.
2. All other provisions of said Agreement not in conflict with this Addendum shall remain in full force and effect.
3. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



EDWARD SEALOVER
Its: Designee

[Remainder of page intentionally left blank]

CM1337

Contract No.: _____
Bid/Proposal No.: NC08-009

CONTRACT FOR
BUNKER GEAR FOR FIRE FIGHTERS

THIS CONTRACT entered into this 8th day of October, 2008, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **Municipal Equipment Company, LLC**, 2049 West Central Boulevard, Orlando, Florida 32805, hereinafter referred to as "Vendor".

WHEREAS, the Board of County Commissioners of Nassau County, Florida received sealed bids for Bunker Gear for Fire Fighters, Bid No. NC08-009 on February 28, 2008 at 2:00 p.m.; and

WHEREAS, the Fire Rescue Department determined that Vendor was the lowest, most responsive and responsible bidder for the bid items as set forth in Exhibit "A"; and

WHEREAS, on the date written above, the Board of County Commissioners of Nassau County, based on the recommendation of the Fire Rescue Department, awarded the bid to Vendor, subject execution of this contract.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Description of Services to be Provided

The County does hereby retain the Vendor to furnish materials or services as further described in the Scope of Services attached hereto as Exhibit "B" and made a part hereof. Required materials and service shall be specifically enumerated, described and depicted in the Purchase orders authorizing performance of the specific task. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work.

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CONTRACT MANAGEMENT
2008 OCT 28 PM 2:54

SECTION 2. Receiving/Payment/Invoicing

No payment will be made for materials ordered without proper purchase order authorization. The County shall pay the vendor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until materials, goods or services have been received, inspected and accepted by the County in the quality and quantity ordered. Payment will be accomplished by submission of an invoice, in duplicate, with the Purchase Order number referenced thereon and mailed to the address set forth in the Purchase Order. Payment in advance of receipt of goods or services by Nassau County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

SECTION 3. Acceptance of Goods/Services

Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product/performance meets bid specifications and conditions. Should the products/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Coordinator's Office may authorize the recipient to refuse final acceptance of the goods/services. Should a representative of the County agree to accept the goods/services on condition that the Vendor will correct his performance within a stipulated time period, then payment will be withheld until the services are performed as specified.

SECTION 4. Inspection/Acceptance Title

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all

items shall be the responsibility of the Vendor until accepted by the using department of Nassau County, unless loss or damage results from negligence by Nassau County or its using Department.

SECTION 5. Firm Prices

Prices for goods and services covered in the specifications shall be firm; net delivered to the ordering agency, F.O.B. DESTINATION, vendor paying all delivery costs and shall remain firm for the period of this Contract. No additional fees or charges shall be accepted.

SECTION 6. Fund Availability

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

SECTION 7. Permits/Licenses/Fees

Any permits, licenses or fees required for this service will be the responsibility of the Vendor unless otherwise stated.

SECTION 8. Taxes

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Vendor will refrain from including taxes in any billing.

SECTION 9. Laws Governing this Contract

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida.

SECTION 10. Changes

The County reserves the right to order, in writing, changes in the work within the scope of the contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to

the contract under the authority of this clause result in increased costs to the Vendor.

SECTION 11. Modifications

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the County.

SECTION 12. Assignment & Subcontracting

The Vendor will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County.

SECTION 13. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 14. Termination for Default

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet performance requirement(s) of the Contract.

SECTION 15. Termination for Convenience

The County reserves the right to terminate the Contract in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the County, the Vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach of default of the Vendor.

SECTION 16. Force Majeure

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

SECTION 17. Access and Audits

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the clerk's cost, upon five (5) days' written notice.

SECTION 18. Vendor Responsibilities

The Vendor will provide the services agreed upon in a timely and professional manner in accordance with specifications.

SECTION 19. Public Emergencies

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to rent/sell/lease all goods and services to the county or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 20. Period of Contract/Option to Extend or Renew

This Contract shall be for the term beginning from the date of execution by the County and will terminate February 27, 2010. The performance period of this Contract may be extended upon mutual Contract between the vendor and the County with no change in terms or conditions. Any extension of performance period under this provision shall be in one (1) year increments. Total contract length and individual one (1) year extensions shall be in the County's best interest and sole discretion. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

SECTION 21. Exercise of Option

Exercise of option to extend term of contract: If the County wishes to enter into an option period, the County shall request from the Vendor their written statement of desire to enter into an extension of the performance period.

SECTION 22. Probationary Period

The first ninety (90) days of this Contract are to be considered a "probationary" period. At the County's election, this Contract may be terminated, based on the performance of the Vendor, and a new award be granted without another formal bid.

SECTION 23. Escalation Clause

Ninety (90) days prior to the end of the contract term, the Vendor may request in writing an increase in an individual item unit cost. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the County. It is also expected that de-escalation of prices will be extended to the County if market so reflects. The County will consider a price adjustment based on the latest Consumer Price Index and/or proof of a manufacturer's price increase. Any and all proposed increases are subject to approval by the County.

SECTION 24. Supervision

The Vendor shall act as an independent contractor and not as an employee of the County. The County shall not exercise any supervision or control over the Vendor's employees performing services under this Contract. Such employees shall be accountable not to the County, but solely to the Vendor, who in turn is responsible to the County.

SECTION 25. Indemnification and Insurance

The Vendor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Vendor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Vendor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

The vendor shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Vendor is not intended to and shall

not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Contract.

Workers' Compensation: The Vendor shall agree to maintain Workers' Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. Coverage must include Employers Liability with a minimum limit of \$100,000 each.

Business Auto Policy: The Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Vendor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Vendor to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

Commercial General Liability: Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the County shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Additional Insured Requirements: Certificates showing proof of the above required insurance shall be provided to the County

prior to start of this contract and shall be attached hereto as Exhibit "C". Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include Nassau County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Nassau County, a political subdivision of the State of Florida, its officers, employees and agents". The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the County prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the County as to form and types of coverage. In the event that the statutory liability of the County is amended during the term of this Contract to exceed the above limits, the contractor shall be required, upon thirty (30) days written notice by the County, to provide coverage at least equal to the amended statutory limit of liability of the County.

SECTION 26. Disputes

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing to the County Coordinator with a copy to the Department Head or Consultant, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Coordinator, the Department Head (or their designee), and a representative of the Consultant. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Coordinator.

If the dispute is not settled at the initial meeting, the County Coordinator shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Coordinator, and the Department Head (or their designee(s)) shall meet with the Consultant's representative(s) within thirty (30) days of the County Coordinator's notification to the County Attorney of the continued dispute.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

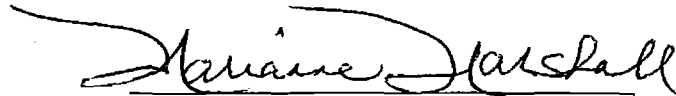
SECTION 27. Entire Agreement

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or contract documents.

[Reminder of page intentionally left blank]

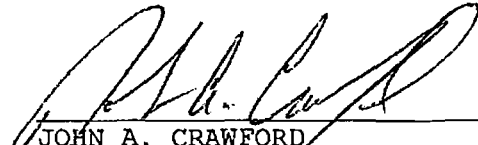
IN WITNESS WHEREOF, the parties have executed this contract, in two (2) copies, each of which shall be deemed an original on this day and year first above written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



MARRIANE MARSHALL
Its: Chair

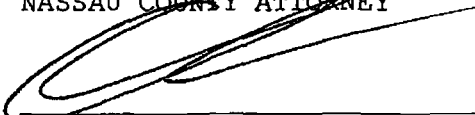
ATTEST TO CHAIR'S SIGNATURE:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

ECK 10/10/08

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY



DAVID A. HALLMAN

[Vendor signature on next page]

MUNICIPAL EQUIPMENT COMPANY, LLC

Harry K. Holcomb

By: HARRY K. HOLCOMB
Its: SALES REPRESENTATIVE

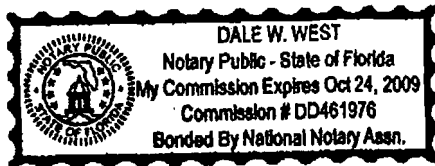
STATE OF FLORIDA
COUNTY OF ORANGE

Before me personally appeared,
HARRY K. HOLCOMB, who is personally known or
produced _____ as identification, known to be
the person described in and who executed the foregoing
instrument, and acknowledged to and before me that ~~he~~ she
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 22ND day of
OCTOBER, 2008.

(SEAL)

Dale W. West
Notary Signature



INVITATION TO BID



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Bid Title: Bunker Gear for Fire Fighters	
Bid Number: NC08-009	
Requesting Department: Fire Rescue	Bid Contact: Charlotte J. Young, Contract Manager
Contact Address 96135 Nassau Place, Suite 6 Yulee, Florida 32097	Contact Information 904-491-7377 Email: cyoung@nassaucountyfl.com 904-321-2658 (Fax)
Bid Due Date or Closing Date/Time: February 28, 2008; 2:00 p.m.	Bid Opening Date/Time: February 28, 2008; 2:05 p.m.
Location to Deliver Bid John A. Crawford; Ex-Officio Clerk, Nassau County Judicial Annex, 76347 Veterans Way, Yulee, FL 32097	

In accordance with the intent and content of this Invitation to Bid (ITB), we the undersigned do hereby offer to perform as stipulated in this response. Failure to do so may result in the forfeiting of bid security, removal from the County's bidder list, or other remedies available to the County under the laws of the State of Florida.

Legal Name of Bidder: MUNICIPAL EQUIPMENT Co., LLC		
Business Address 2049 WEST CENTRAL BLVD., ORLANDO, FL 32805		
Phone Number 1-800-228-8448	Fax Number 1-877-775-2448	E-Mail Address: HARRY.HOLCOMB@MECOFLE.COM
Nassau County Occupational License Number: N/A		
Contractor's Florida License Number (as applicable): N/A		
Authorized Signature (manual) Harry K. Holcomb		Date: 2/22/08
Printed Signature HARRY K. HOLCOMB		Title: SALES REPRESENTATIVE

General Instructions/Declarations

1. Bids will be opened and publicly read aloud by a representative of the Clerk's Office in the Clerk's Small Conference Room #2-064 (76347 Veterans Way, Yulee, FL 32097) on the appropriate date and time as shown above. All bid openings are open to the public. Interested parties are welcomed to attend the bid openings.
2. Bids must be SUBMITTED ON THE FORM FURNISHED BY THE COUNTY and in accordance with specifications and list of quantities desired.
3. Page One must be completed and submitted as the top sheet of your bid response.
4. It is the intent and purpose of Nassau County that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Contract Management Office at the address noted above, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Contract Management Office not later than seven (7) calendar days prior to the bid closing date.
5. **THERE WILL BE NO PRE-BID CONFERENCE FOR THIS BID.**

ATTACHMENT "B" – BID PRICE SHEET

**NASSAU COUNTY, BOARD OF COUNTY COMMISSIONERS
FIRE RESCUE BUNKER GEAR
NC08-009**

In accordance with the terms, conditions, and scope of work, the bidder hereby submits the following prices for Fire Rescue Bunker Gear for a Two (2) year term as follows:

ITEM #	DESCRIPTION	UNIT PRICE
1	TURNOUT COAT, 32" LENGTH	\$ 1113.45
2	TURNOUT HIGH BACK PANT	\$ 695.80
TOTAL BID PRICE:		\$ 1809.25

Delivery shall 45 days from date of order

By my signature below, I/We the undersigned, certify that this Bid is genuine, not a sham or collusive or made in behalf of another person, firm or corporation not herein named and that the undersigned has not directly or indirectly induced or solicited any other bidder to submit a sham bid or any other person, firm or corporation to refrain from bidding and that the undersigned has not in any manner sought collusion to secure himself an advantage over any other bidder. By submittal of this bid the undersigned agrees to abide by all terms and conditions set forth herein including but not limited to the specifications, prompt contracting and timely delivery of the services and/or equipment to be procured hereby.

Company Name: MUNICIPAL EQUIPMENT Co., LLC	
Signature of Authorized Representative: <i>Harry K. Holcomb</i>	Title: SALES REPRESENTATIVE
Printed Name: HARRY K. HOLCOMB	Date: 2/22/08
Company Address: 2049 W. CENTRAL BLVD., ORLANDO, FL 32801	Phone Number: 1-800-228-8448
Fax Number: 1-877-775-2448	Email: HARRY.HOLCOMB@MECOFIRE.COM

ATTACHMENT "A" - TECHNICAL SPECIFICATIONS/SCOPE OF WORK (PART 2)

Bunker Gear Specifications

Bidders are to indicate if their product complies with the specifications described below. Any and all exceptions must be clearly stated for each item

ITEM #	DESCRIPTION	YES	NO	Exception
1	CVFM-32 JANESVILLE ISODRI V-FORCE COAT, 32" LENGTH	✓		
1.1	7.5 OZ ADVANCE ULTRA NATURAL OUTER SHELL	✓		
1.2	C7 TRADITIONAL LINER	✓		
1.3	LYR225 SEMPER DRI FRONT AND BACK YOKES SEWN TO V-FIT DESIGN THERMAL LINER	✓		
1.4	LYR707 STANDARD YOKE REINFORCEMENT	✓		
1.5	CLW753 STANDARD 8" ISODRI OVER-THE-HAND KEVLAR/NOMEY/SPANDEX WRISTLETS	✓		
1.6	CLW210 STANDARD WATERWELLS	✓		
1.7	CLP702 STANDARD LINER POCKET	✓		
1.8	SF234 5" STORMFLAP WITH HOOK & DEE IN, 2" HOOK AND LOOP OUT	✓		
1.9	EB511 SELF FABRIC ELBOW REINFORCEMENT	✓		
1.10	CC710 SELF FABRIC CUFF REINFORCEMENT	✓		
1.11	SC715 6" OUTERSHELL FABRIC MATERIAL SHOULDER CAPS FOR V-FORCE	✓		
1.12	CR214 STANDARD COLLAR	✓		
1.13	CRTT208 STANDARD CONTOURED COLLAR THROAT TAB	✓		
1.14	HP598 9"X9"X2" SEMI BELLOW AND HANDWARMER COMBINATION POCKETS WITH 6" OPENING ON BELLOW SIDE, KEVLAR TWILL BACKER, HANDWARMER LINED WITH SEMPER DRI, 2 PCS 1.5"X3" LOOP ON THE POCKET AND 2 PCS 1.5"X3" HOOK ON THE FLAP, 2 LAYERS LITE N DRI INSIDE FLAP CORNER AND PCA TAB OUT	✓		
1.15	RP514 3.5"X9"X2" RADIO POCKET WITH POLYCOTTON FULLY LINED ALL 3 SIDES INSIDE POCKET, 1 PC 1"X2" LOOP ON THE POCKET AND 1 PC 1"X2" HOOK ON THE FLAP, LEFT CHEST	✓		

ITEM #	DESCRIPTION	YES	NO	Exception
1.16	MT548 1"X3" SELF FABRIC MIC TAB WITH POLY/COATED ARAMID INSIDE, BARTACKED ON EACH END TO THE SHELL, ABOVE THE RADIO POCKET AND ALSO ON THE RIGHT CHEST.	✓		
1.17	LB205 NASSAU COUNTY HEAT SEAL LOGO ON 5"X5" BLACK FUSION PATCH AND SEWN TO UPPER LEFT SLEEVE AT SHOULDER	✓		
1.18	LP34 5"X8" CONTOURED 2 LAYER SELF FABRIC ONE LINE LETTER PATCH TO BE ATTACHED TO THE HEM OF THE COAT	✓		
1.19	LPV13 1.5"X18" LOOP SEWN TO COAT BACK INSIDE AT HEM, 1.5"X18" HOOK TO TOP EDGE OF 5"X18" PATCH	✓		
1.20	LPS6 1 MALE SNAP AT TOP CORNER OF LETTER PATCH & 2 FEMALE NON-LOGO SNAPS ON INSIDE OF SHELL	✓		
1.21	LTSL3RNS 3" RED ORANGE SCOTCHLITE LETTERS SEWN ON HANGING LETTER PATCH FOR PERSON'S NAME	✓		
1.22	BHS020 FIREFIGHTER RECOVERY HARNESS	✓		
1.23	LTSL3RNS 3" RED ORANGE SCOTCHLITE LETTERS ARCHED ON YOKE BELOW DRD "NASSAU COUNTY"	✓		
1.24	CT504-PTR VENTILATED 3" RED ORANGE SCOTCHLITE TRIPLE TRIM IN A VIZ-A-V TRIM PATTERN	✓		
1.25	HL02 HANGER LOOP	✓		
2	JANESVILLE ISODRI V-FORCE HIGH BACK PANT	✓		
2.1	7.5 OZ. ULTRA ADVANCE OUTER SHELL, NATURAL	✓		
2.2	C7 LINER	✓		
2.3	LSD203 SEMPER DRI SYSTEM	✓		
2.4	PM0702 SUSPENDER TABS	✓		
2.5	SR845 V-FORCE SUSPENDER, REGULAR LENGTH	✓		
2.6	FLY217 STANDARD FLY CLOSURE	✓		
2.7	TUP506 1/2"X8.5" SELF FABRIC POSTMAN TAKE-UP STRAPS	✓		
2.8	KP211-GLD GOLD POLY-COATED ARAMID CONTOURED KNEES WITH GIC E-88 FOAM PADDING, V-FIT	✓		
2.9	PC504-GLD GOLD POLYMER COATED ARAMID CUFFS	✓		

ITEM #	DESCRIPTION	YES	NO	Exception
2.10	SBP620 9"X8"X2" SEMIBELLOW POCKETS WITH PLEAT FULLY LINED 3 SIDES WITH KEVLAR TWILL WITH 2 PCS 1.5"x3" HOOK AND LOOP CLOSURE, 2 LAYERS GIC/E88 FOAM INSIDE FLAP CORNER 1"X2" PCA PULL TAB	✓		
2.11	LGTOOO STANDARD LEATHER LEG TABS WITH SNAPS	✓		
2.12	PTC4-PTR 3" VENTILATED RED ORANGE SCOTCHLITE TRIPLE TRIM AROUND THE CUFFS	✓		
2.13	PM0542 BOOT CUT PANT LEGS	✓		

(End of Technical Specifications – Part 2)

ATTACHMENT "A" - TECHNICAL SPECIFICATIONS/SCOPE OF WORK (PART 1)**I. GENERAL**

Where specific information is provided, it is done so to establish a level of quality, design, and/or performance that has been proven effective for the County's needs. Alternate products will be considered.

It is not the intention of this specification to limit or restrict the use of alternate methods of protection performance and design but to merely establish the quality of the protective clothing desired by the County. The County realizes that specifications may vary among manufacturers. However, where exception, deviations or clarifications are noted, a detailed explanation shall be provided by the supplier describing how their product differs from this specification.

Evaluation of such exceptions, deviations, or alternates shall be on the basis of how that feature affects the overall performance and function of the garment and the need for such feature or performance requirement by Nassau County fire fighters.

NOTE TO BIDDERS: A detailed explanation of all exceptions to the specifications outline below must be clearly stated for each heading. Use additional pages for explanations if necessary.

II. SPECIFICATIONS FOR PROTECTIVE JACKET AND PANTS FOR STRUCTURAL FIRE FIGHTING

This specification details design and materials criteria to afford protection to the upper and lower body, excluding head, hands, feet, against adverse environmental effects during structural fire fighting. All materials and construction shall meet or exceed NFPA Standard #1971 (2000 revision) and/or OSHA requirements for structural fire fighters protective clothing.

Item #1 CVFM-32 JANESVILLE ISODRI V-FORCE COAT, 32" LENGTH

- 1.1 **Coat Outer Shell Material:** ADVANCE ULTRA™ 7.5 oz/sq. yd 60% KEVLAR®/20% NOMEX® III/20% Zylon® ripstop weave.
- 1.2 **Coat Liner & Moisture Barrier:** Traditional Moisture Barrier, AraFlo®Dri – 1.5 Oz quilted to 3.5 oz Glide™ II face cloth, CROSSTECH® 2C laminated to 5.0 oz NOMEX® pajama check.
- 1.3 **Coat Inner Yoke Reinforcement:** C Liner: 1 layer Semper Dri® (RM1377059) 1 layer RM1376-103 front and back yokes sewn to coat thermal liners – V-Fit.
- 1.4 **Standard Yoke Reinforcement:** Standard yoke reinforcement.
- 1.5 **Coat Wristlets:** (Std) 8: isodri® over the hand - KEVLAR® / NOMEX® / Spandex® construction.
- 1.6 **Waterwells – Ever-Dri:** Chambray DWR 2 layer AraFlo® E89 quilt/pajama check crosstech with 1" elastic wrist shield. W-well with ¾" loop, male snap, sewn to coat liner sleeves.
- 1.7 **Liner Pocket:** (Std.) 8.5"x8.5" Black outer shall coat liner pocket.
- 1.8 **Coat Closure System:** 5" Stormflap w/2 layer self fabric & breathable PTFE moisture barrier, hook & dee in, 2" hook & 2" loop out (hook & 4 d-rings on coat front, loop on stormflap & 4-701's on stormflap side).
- 1.9 **Coat Elbow Reinforcement:** Contoured self fabric elbow patch-no padding, V-FIT.
- 1.10 **Coat Cuff Reinforcement:** (Std.) Self-Fabric Cuff Reinforcements.
- 1.11 **Coat Shoulder Reinforcement:** 6" outershell fabric material shoulder caps.
- 1.12 **Coat Collar:** 4" split self fabric and Semper Dri™ collar, black NOMEX® and CROSSTECH® PJ on each end.

- 1.13 **Throat Tab:** Standard 4 x 11" contoured collar throat with gore RT7100 & 2 layers AraFlo® quilt, 1 piece 2x2" hook on tab, 1 piece 2x2" loop on bottom tab & collar, tab set on right end of collar, 1 piece 2x3" loop on left side of collar.
- 1.14 **Turn-Out Pockets:** (2) 9x9x2" semi bellow & handwarmer combination pocket with 6" opening on bellow side, KEVLAR® twill backer, handwarmer lined with semper dri. 2 pcs 1.5x3" loop on pocket & 2 pcs 1.5x3" hook on flap, 2 layers lite-n-dri inside flap corner & PCA tab out; Location: Front bottom – Left & Right.
- 1.15 **Turn-Out Pockets:** 3.5x9x2" Radio pocket w/polycotton fully lined all 3 sides inside pocket, 1 pc. 1x2" loop on the pocket and 1 pc. 1x2" hook on flap; Location: Left Chest.
- 1.16 **Mic Tab:** (2) 1"x3" self fabric mic tab with Poly-coated aramid inside – mic tab is tacked on each end to shell; Location: above the radio pocket and also on the right chest.
- 1.17 **Lettering:** Nassau County heat seal logo – Heat sealed to Black Fusion Patch; Lettering Patches: 5"x5" letter patch – Black Fusion – logo heat sealed to patch; The Letter Patch with logo shall be sewn to upper left sleeve at shoulder.
- 1.18 **Lettering Patches:** 5x18" contoured 2 layer self fabric one line letter patch to be attached to hem of coat.
- 1.19 **Lettering Patch Attachment:** 1.5x18" loop sewn to coat back inside at hem, 1.5x18" hook to top edge of 5x18" patch. Loop sewn to hem with white thread thru the trim.
- 1.20 **Lettering Patch Attachment:** 1 male snap at top corner of letter patch and 2 female non-logo snaps on inside of shell to align with the male snaps = 2 male and 2 female nonlogo snaps.
- 1.21 **Sewn on Lettering:** Sewn on 3" Red Orange 3M™ Scotchlite™ letters (each line) 6 – 12 Alpha Numeric Characters. Lettering shall be fire fighter's name sewn on hanging patch.
- 1.22 **Drag Rescue Device:** Firefighter Recovery Harness with 2" welt and 5.25x2.25" flap. 1 piece 1x2" loop for harness storage. 2 pieces 1x2" loop on shell flap closure, 2 pieces 1x2" hook on flap. 1 piece 1.5x2" hook on harness. 1 self-fabric straps with 1x2" hook and loop.
- 1.23 **Lettering:** 3" Red Orange 3M™ Scotchlite™ letters (each line) 6 – 12 Alpha Numeric Characters; Lettering shall be "NASSAU COUNTY"; Location for lettering: Arched on yoke below DRD.
- 1.24 **Reflective Trim:** Ventilated 3" Red Orange Scotchlite™ Triple Trim in a Viz-A-V™ Trim Pattern
- 1.25 **Hanger Loop:** Standard 5/8" x 5-1/2" Self fabric hangerloop.

Note: Items which identify color of lettering or trim shall be ordered in Red Orange or Yellow depending on rank of fire fighter.

Item #2 PVHM/F JANESVILLE ISODRI V-FORCE HIGH BACK PANT

- 2.1 **Pant Outer Shell Material:** ADVANCE ULTRA™ 7.5 oz/sq. yd 60% KEVLAR®/20% NOMEX® 111/20% Zylon® ripstop weave.
- 2.2 **Pant Liner & Moisture Barrier:** Traditional Moisture Barrier, AraFlo®Dri – 1.5 oz quilted to 3.5 oz Glide™ II face cloth, CROSSTECH® 2C laminated to 5.0 oz NOMEX® pajama check.
- 2.3 **Semper Dri™ System:** 9" of Teflon®-treated lining material at the lower half of the legs.
- 2.4 **Misc. Pant Options:** 2-2" wide (self/mat) suspender tabs with 2 male and 2 female logo snaps attached to waist (front) reinforced with 2 bartacks each.
- 2.5 **Suspenders:** 45" V-BACK quick adjust – non-stretch padded suspenders – Red
- 2.6 **Pant Fly Closure:** (Std) Sewn on pant FLY with pajama check crosstech and semper dri, closure zipper inside with 1.5" hook and loop, 3/4" hook underneath pajama check crosstech for liner attachment.
- 2.7 **Take Up Straps:** 1 pair 1/2" x 8-1/2" self fabric postman take-up straps, 2 bartacks, 5/8" postman slides – Pull towards front to tighten.

- 2.8 **Pant Knee Reinforcement:** Gold Poly-coated aramid contoured knees with GIC E-88 foam padding, V-fit.
- 2.9 **Pant Cuff Reinforcement:** Gold Poly-coated aramid pant cuffs.
- 2.10 **Turn-Out Pockets:** (2) 9x8x2" semibellow pocket with pleat fully lined 3 sides with KEVLAR® twill with 2 pieces 1.5x3" hook and loop closure. 2 layers GIC/E88 foam inside flap corner 1x2" PCA pull tab. Location: Thigh – Left and Right
- 2.11 **Leg Tabs:** 2 Leather leg tabs per leg with non-logo female snaps.
- 2.12 **Reflective Trim:** 3" Ventilated Red Orange Scotchlite™ Triple trim around leg bottoms (cuffs) – 4 rows lockstitch.
- 2.13 **Misc. Pant Options:** "Boot cut" pant legs

III. Contractor Personnel Requirements

Contractor to provide the Nassau County Fire Rescue (NCFR) with a single contact point and person(s) to ensure the highest quality customer service.

IV. Contractor Responsibilities

- A. Contractor will be responsible for the accurate measurement of all NCFR personnel requiring these goods ensuring the proper fit for garments supplied.
- B. Contractor will be responsible for maintaining the measurement records of the NCFR personnel.
- C. Contractor shall furnish the NCFR with a copy of the measurement records in a format compatible with Microsoft 2000.
- D. Contractor shall deliver all garments to the NCFR, 96135 Nassau Place, Suite 2, Yulee, FL 32097.
- E. Deliver goods in a reasonable timeframe, no later than forty-five (45) days from date of order.

V. NCFRD Responsibilities

- A. Provide location(s) for Contractor to measure personnel for clothing.
- B. Making personnel available to be measured

(End of Technical Specifications – Part 1)