

BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT TRACKING NO.

CM3236

GENERAL INFORMATION

Requesting Department FIRE RESCUE _____

Contact Person: Scott Tittle _____

Telephone: (904) 530-6606 Fax: () _____ Email: TTITTLE@NASSAUCOUNTYFL.COM _____

CONTRACTOR INFORMATION

Name: MUNICIPAL EQUIPMENT COMPANY _____

Address: 408 BIF COURT _____ ORLANDO _____ FL _____ 32809
City State Zip

Contractor's Administrator Name: ROBERT GONZALES _____ Title: VP OF SALES _____

Telephone: (904) 813-2173 Fax: () _____ Email: RGONZALES@MECOFIRE.COM _____

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: MATHEW FENNEMAN _____

Authorized Signatory Email: matt@mecofire.com _____

CONTRACT INFORMATION

Contract Name: PIGGYBACK AGREEMENT _____

Description: FIRE EQUIPMENT,PARTS, SUPPLIES _____
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: EST. 125.000 \$25,0000 INITIAL CONTRACT PLUS 2, 2 YEAR RENEWALS _____
APPROXIMATE IF NECESSARY

Source of Funds/Account: 04223522-552222 & 01261526-552222 Termination/Cancellation: _____

Authorized Signatory: TACO POPE _____
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: 10/1/2022 to:7/31/2023 _____

Status: ___ New ___ X Renew ___ Amend# ___ WA/Task Order

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

If Processing an Amendment:

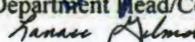
Contract #: _____ Increased Amount to Existing Contract: _____

New Contract Dates: _____ to _____ Total or Amended Amount: _____

Continued on next page

CHECKLIST		
<i>Review/Complete before sending contract for final signature</i>		
Requirement	Description	Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1.  10-17-22
Department Head/Contract Manager Date
2.  10/17/2022
Procurement Date
3. Chris Lacambra 10/17/2022 10/18/2022
Office of Mgmt & Budget Date
4. Denise C. May 10/19/2022
County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Popey AICP 10/19/2022
County Manager Date

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

Original: Clerk's Services; Contractor (original or certified copy)
Copies: Department; Procurement; RLS Distribution; Clerk Services BOCC

Contract Tracking No. CM3236

PIGGYBACK AGREEMENT
PURSUANT TO NASSAU COUNTY PURCHASING POLICY

Piggyback Contract Information

Contract Name/Description: _Fire Equipment, Supplies, and Services_____
Lead Contracting Agency: _Lake County, Fl_____
Contract No.: _22-730H_____
Vendor/Awardee: _MUNICIPAL EQUIPMENT COMPANY, LLC_____
Original Award/Contract Date: Awarded _7/26/2022_____; Date of Contract: _8/1/2022_
Original Term: Start: _10/1/2022_____; End: _7/31/2023_____
Modification No. _____ : Start: _____ ; End: _____
Modification No. _____ : Start: _____ ; End: _____
Modification No. _____ : Start: _____ ; End: _____

THIS AGREEMENT, made and entered into by and between **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter called "County" and **__MUNICIPAL EQUIPMENT COMPANY, LLC_____**, hereinafter called "Vendor".

WHEREAS, upon completion of a formal competitive solicitation and selection process, Lake County, Florida entered into an agreement on 7/26/2022, hereinafter referred to as "Piggyback Agreement", with Vendor to provide goods and services; and

WHEREAS, the Nassau County Purchasing Policy, Ordinance 2009-09, allows piggybacking for the same commodity or service; and

WHEREAS, County desires to contract with Vendor under the terms of the Piggyback Agreement;

NOW, THEREFORE, the parties agree as follows:

1. Vendor shall honor for County the same prices under the same terms and conditions as contained in the Piggyback Agreement, attached hereto as Attachment "A" incorporated by reference as if fully set forth herein. Additional terms or conditions whether submitted purposely or inadvertently, shall have no force or effect.

2. Notwithstanding any other provision of the Piggyback Agreement to the contrary:

Contract Tracking No. CM3236

i. The term of this agreement shall begin upon the date fully executed and end 7/31/2023.

NASSAU COUNTY, FLORIDA

MUNICIPAL EQUIPMENT COMPANY, LLC

Taco E. Pope, AICP 10/19/2022
By: TACO POPE Date
Its: COUNTY MANAGER

Mathew Fenneman 10/21/2022
By: MATHEW FENNEMAN Date
Its: PRESIDENT
Address: 408 BIF COURT
ORLANDO, FL 32809

Approved as to form by County Attorney

Denise C. May
Denise C. May, County Attorney
Date: 10/19/2022



MUNICIPAL EQUIPMENT -
 FLORIDA
 408 BIF COURT
 ORLANDO, FL 32809
 PHONE (800) 228-8448

Quote

Entered Date	Taken By	Customer #	Order #
3/23/22	JE01	14020	429703-00
PO #		Requested Ship Date	Page #
		3/23/22	1



Bill To NASSAU COUNTY FIRE RESCUE AP / MAIL ONLY 96160 Nassau Place YULEE, FL 32097-5404	Ship To NASSAU COUNTY FIRE RESCUE 96160 NASSAU PLACE YULEE, FL 32097	Correspondence To MUNICIPAL EQUIPMENT CO, LLC 408 BIF COURT EMAIL: SALES@MECOFIRE.COM PHONE (800) 228-8448 ORLANDO, FL 32809
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Instructions			
Ship Point MUNICIPAL EQUIPMENT - FLORIDA	Via	Shipped	Terms NET 45 DAYS

Notes FREIGHT INCLUDED.

Line	Product and Description	UPC Item	Order Quantity	Shipped Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	CVBM-32 JANESVILLE V-FORCE BI-SWING COAT, 32" LENGTH VENDOR IS LION (JANESVILLE) LIST PRICE IS \$3984.80 LIST -35% (\$2590.12) PER THE LAKE COUNTY CONTRACT #17-0606H	00000	1.00	1.00	each	2,016.40	each	2,016.40
2	PVFM JANESVILLE V-FORCE LOW RISE PANT WITH SUSPENDER VENDOR IS LION (JANESVILLE) LIST PRICE IS \$3050.00 LIST -35% (\$1982.50) PER THE LAKE COUNTY CONTRACT #17-0606H	00000	1.00	1.00	each	1,543.40	each	1,543.40
4	M Memo: ****Maximum 8% Price increase has been included in the price, Valid until 4-1-23 ****Year two and three ? No more than a maximum of a 12% price increase each of the following two years	00000	1.00	1.00	EA	0.00	EA	0.00

3	Lines Total	Total Order Quantity	3.00	Subtotal	3,559.80
				Taxes	0.00
				Total	3,559.80

ATTACHMENT A



CONTRACT NO. 22-730H

For

Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Municipal Equipment Company, LLC.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/20/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

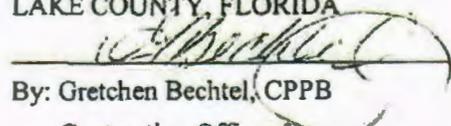
Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: N/A

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA


By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 07/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

ADDENDUM NO. #2

22-730



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

- Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?
- R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors**
- Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.
- R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.**
- Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.
- R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.**

ACKNOWLEDGEMENT

Firm Name: Municipal Equipment Company, LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Matthew Fenneman*

Date: 4/20/2022

ADDENDUM NO. #2

22-730

Print Name: Mathew Fenneman

Title: President

Primary E-mail Address: matt@mecofire.com

Secondary E-mail Address: mfenneman@mecofire.com

ADDENDUM NO. #1

22-730



REAL FLORIDA • REAL CLOSE
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St. Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Municipal Equipment Company, LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Mathew Fenneman*

Date: 4/20/2022

Print Name: Mathew Fenneman

Title: President

Primary E-mail Address: matt@mecofire.com

Secondary E-mail Address: mfenneman@mecofire.com

EXHIBIT A – SCOPE OF SERVICES

22-730

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
 - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
 - 2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
 - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
 - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
 - 3.4.1. The County will advise when the order is an emergency.
 - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
 - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

**EXHIBIT A – SCOPE OF SERVICES
FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

**EXHIBIT A – SCOPE OF SERVICES
FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

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6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

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EXHIBIT B – INSURANCE REQUIREMENTS

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A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

EXHIBIT B – INSURANCE REQUIREMENTS

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D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

[The remainder of this page is intentionally left blank.]

ATTACHMENT 1 – SUBMITTAL FORM

22-730

The undersigned hereby declares that: Municipal Equipment Company, LLC has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

ATTACHMENT 1 – SUBMITTAL FORM

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corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. N/A

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) Choose an item. not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Municipal Equipment Company, LLC
Street Address: 408 Bif Ct
City: Orlando State and ZIP Code: FL 32809
Mailing Address (if different): same
Telephone: 800-228-8448 Fax: n/a
Federal Identification Number / TIN: 59-3624496
DUNS Number: 020992533

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Mathew Fenneman*

Date: 4/20/2022

Print Name: Mathew Fenneman

ATTACHMENT 1 – SUBMITTAL FORM

22-730

Title: President

Primary E-mail Address: matt@mecofire.com

Secondary E-mail Address: mfenneman@mecofire.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

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ATTACHMENT 2B - PRICING SHEET

22-730

FIRE EQUIPMENT, SUPPLIES,
AND SERVICES

<i>Municipal Equipment Company, LLC</i>				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:		www.mecofire.com		
Warehouse Location(s):		408 Bif Ct Orlando, FL 32809		
Contact Information For Emergency/Disaster Services (24/7)				
Name:		Mathew Fenneman		
Email:		matt@mecofire.com		
Emergency Phone:		800-228-8448		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Akron Brass	40.00%	1-8 weeks	yes	www.akronbrass.com
Arctic Compressor	2.00%	2-4 weeks	yes	www.arcticcompressor.com
Armor Express	10.00%	2-4 weeks	yes	www.armorexpress.com
Bayco Products	10.00%	2-3 weeks	yes	www.baycoproducts.com
Blackington Badges	20.00%	4-6 weeks	yes	www.Blackington.com
Bullard	5.00%	1-8 weeks	yes	www.bullard.com
CMC	8.00%	1-8 weeks	yes	www.cmcpro.com
Cairns	20.00%	1-4 weeks	yes	www.msasafety.com
Chemguard	20.00%	2 weeks	yes	www.jci.com
Council Tool	1.00%	1-8 weeks	yes	www.counciltool.com
CW Nielsen	20.00%	2-6 weeks	yes	www.cwnielsenbadges.com
Dewalt	5.00%	2-4 weeks	yes	www.dewalt.com
Door Storm	1.00%	2-6 weeks	yes	www.doorstorm.com
Draeger Engineered solutions	0.00%		yes	
Draeger SCBA & Gas Detection	5.00%	2-6 weeks	yes	www.Draeger.com
Duo Safety	15.00%	26 weeks	no	www.duosafety.com
Edwards and Cromwell	2.00%	1-2 weeks	yes	www.edwardsandcromwell.com
Elkhart Brass	25.00%	1-8 weeks	yes	www.elkhartbrass.com
Ergodyne	3.00%	1-3 weeks	yes	www.ergodyne.com
Enforcer One	15.00%	2-10 weeks	yes	www.enforcerone.com
Evac Systems	10.00%	2-3 weeks	yes	www.evacsytams.com
Fecheimer	5.00%	1-3 weeks	yes	www.fecheimer.com
Federal Signal	25.00%	1-4 weeks	yes	www.fedsig.com
Firehooks	2.00%	1-4 weeks	yes	www.firehooksunlimited.net

ATTACHMENT 2B - PRICING SHEET

22-730

FIRE EQUIPMENT, SUPPLIES,
AND SERVICES

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Fire Innovations	5.00%	2-3 weeks	yes	www.fireinnovations.com
Fire Research	20.00%	1-4 weeks	yes	www.fireresearch.com
Fire Service Plus	20.00%	2-3 days	yes	www.fireade.com
Firebull	15.00%	2-3 days	yes	www.enforcerone.com
Firequip	35.00%	4-8 weeks	yes	www.snaptite.com
Flamefighter	10.00%	1-3 weeks	yes	www.flamefighter.com
Flir Sytems	10.00%	2-6 weeks	yes	www.flir.com
Florida PPE Services	2.00%		yes	www.floridappeservices.com
Foldatank	10.00%	1-4 weeks	yes	www.fol-da-tank.com
Gemtor	10.00%	1-3 weeks	yes	www.gemtor.com
Genesis Rescue Systems	0.00%	3-4 weeks	yes	www.genesisrescue.com/
GH Armor	10.00%	2-4 weeks	yes	www.gharmor.com
Glassmaster	5.00%	1 week	yes	www.glasmaster.com
Groves, Inc.	1.00%	2-4 weeks	yes	www.groves.com
Haix North America	20.00%	1-2 weeks	yes	www.haix.com
Hannay Reels	1.00%	1-4 weeks	yes	www.hannay.com
Harrington	20.00%	1-3 weeks	yes	www.Harrinc.com
Hebert Hose Clamps	1.00%	1-3 weeks	yes	no web
Holmatro	1.00%	1-6 weeks	yes	www.holmatro.com
Homeland Six	5.00%	2-6 weeks	yes	www.homelandsix.com
Hot Shield USA	10.00%	2-3 weeks	yes	www.hotshield.com
Humat	1.00%	2-3 weeks	yes	www.humat.com
Husky Portable Containment	1.00%	2-4 weeks	yes	www.huskyportable.com
Identifire	5.00%	1-2 weeks	yes	www.identifiresafety.com
Janesville	35.00%	3-6 months	yes	www.lionprotects.com
Kappler	3.00%	2-4 weeks	yes	www.kappler.com
Kochek	15.00%	2-6 weeks	yes	www.kochek.com
Koehler Manufacturing	10.00%	2-4 weeks	yes	www.flashlight.com
Kussmaul	5.00%	1-2 weeks	yes	www.kussmaul.com
Lakeland Industries	15.00%	2-8 weeks	yes	www.lakeland.com
Leatherhead Tools	10.00%	2-4 weeks	yes	www.leatherheadtools.com
Lion Boots	20.00%	1-2 weeks	yes	www.lionprotects.com
Lion Gloves	20.00%	1-2 weeks	yes	www.lionprotects.com
Lion Helmets	20.00%	2-8 weeks	yes	www.lionprotects.com
Lion Hoods	20.00%	1-2 weeks	yes	www.lionprotects.com
Lion Training Products	2.00%	1-4 weeks	yes	www.lionprotects.com
Lion Uniforms	30.00%	1-4 weeks	yes	www.lionprotects.com
Lion Wildland Equipment	10.00%	30-60 days	yes	www.lionprotects.com
Mirion	0.00%	2 weeks	yes	www.mirion.com
Nupla	10.00%	2-4 weeks	yes	www.nuplatools.com
Pacific Helmets	15.00%	2-12 weeks	yes	www.pipusa.com
Paratech	1.00%	2-4 weeks	yes	www.paratech.com
Partner	5.00%	1-2 weeks	yes	www.teamequipment.com
Paul Conway Shields	2.00%	2-3weeks	yes	www.conwayshield.cmom



LAKE COUNTY
FLORIDA

CONTRACT NO. 17-0606H

Fire Equipment Parts – Supplies - Service

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of Municipal Equipment Company LLC (hereinafter "Contractor") to supply fire equipment parts, supplies, and services to the County pursuant to County Bid number 17-0606 (hereinafter "Bid"), addenda nos. 1 and 2, opening date 12/13/2016 and Contractor's Bid response thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through.

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

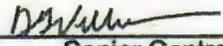
Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Insurance Certificate – an acceptable insurance certificate (in accordance with Section 1.8 of Bid) must be received and approved by County Risk Management prior to any purchase transactions against the contract.

The County's Procurement Services Manager shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from July 1, 2017 through June 30, 2018 except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Manager.

LAKE COUNTY, FLORIDA

By: 
Senior Contracting Officer

Date: 3-21-2017

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

"Earning Community Confidence Through Excellence in Service"

Office of Procurement Services
Tavares, Florida 32778-7800

315 W. Main, Suite 441
Ph (352) 343-9839

P.O. Box 7800
Fax (352) 343-9473



LAKE COUNTY FLORIDA

INVITATION TO BID (ITB)

FIRE EQUIPMENT - PARTS - SUPPLIES - SERVICE

ITB Number:	<u>17-0606</u>	Contracting Officer:	<u>D. Villinis</u>
Bid Due Date:	<u>December 13, 2016</u>	Pre-Bid Conf. Date:	<u>Not Applicable</u>
Bid Due Time:	<u>3:00 p.m.</u>	ITB Issue Date:	<u>October 24, 2016</u>

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:

Proposal and/or Performance Bond:	Not applicable to this ITB
Certificate of Competency/License:	Not applicable to this ITB
Indemnification/Insurance:	Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable to this ITB

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: MUNICIPAL EQUIPMENT Co. LLC Phone Number: 1-800-228-8448
 E-mail Address: DALEWEST@MECOFIRE.COM Contact Person: DALE WEST

SECTION 1 – SPECIAL TERMS AND CONDITIONS

ITB Number: 17-0606

Section 1.1: Purpose

The purpose of this solicitation is to establish multiple term and supply contracts for the purchase of various brands of parts, supplies, equipment, and services used by the County on an as needed basis in conjunction with its public safety needs.

This is an indefinite quantity contract with no guarantee goods or services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this invitation to Bid (ITB).

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than seven (7) working days before the bid due date.

Donna Villinis, CPPB, Senior Contracting Officer
Lake County HCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone: 352-343-9839 Fax: 352-343-9473
E-mail: dvillinis@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award

The County intends to award multiple contracts under this solicitation to maximize coverage for the variety of brands it purchases for its operations. It is anticipated that multiple vendors may be awarded for the same brand. In this case, the County may request quotes from vendors under contract for the same brand if discounts are equal or if stocking issues are concerns.

As the best interests of the County may require, the County reserves the right to reject any and all offers or to waive any minor irregularity or technicality in bids received.

SECTION 1 – SPECIAL TERMS AND CONDITIONS

ITW Number: 17-0606

Section 1.4: Pre-Bid Conference / Site Visits

Not applicable to this solicitation.

Section 1.5: Term of Contract

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract pricing resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew

The County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to the completion of each exercised term of this contract, the vendor shall be notified in writing of the County's intent to renew. It is the vendor's responsibility to request any pricing adjustment in writing under this provision at the time of renewal. The vendor's written request for adjustment should be submitted at least thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase (with copies of manufacturer's invoices, notices of price increases, etc.). If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment

Invoices shall be sent to the County user department(s) that requested the items through a purchase order. The date of the invoice shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoice be submitted to the County in advance of the delivery and acceptance of the items. In addition to the general invoice requirements stated below, the invoice shall reference, or include a copy of, the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate

SECTION 1 – SPECIAL TERMS AND CONDITIONS

ITB Number: 17-0606

County representative, Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including all owned, non-owned, scheduled and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000

SECTION 1 – SPECIAL TERMS AND CONDITIONS

ITB Number: 17-0606

Property Damage \$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.) If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

Employers Liability Insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

SECTION 1 -- SPECIAL TERMS AND CONDITIONS

File Number: 17-0606

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation.

Section 1.10: Delivery

The vendor shall make deliveries within ten (10) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Delivery of emergency orders shall be within forty-eight (48) hours. No stock deliveries will be accepted on Saturdays, Sundays, or County holidays. The ordering department will advise vendor if the order is an emergency when placed.

Should the vendor(s) to whom the contract(s) is awarded fail to deliver the required goods or services under a specific order in the number of days stated above, the County reserves the right to cancel the specific order under the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the specific order is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract in its entirety for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

SECTION 1 – SPECIAL TERMS AND CONDITIONS

ITB Number: 17-0606

Section 1.10.1: Shipping Terms, F.O.B. Destination- Inside Delivery

The F.O.B. point for any product ordered as a result of this solicitation shall be **F.O.B.: DESTINATION – INSIDE DELIVERY**. The title for each item will pass from the contractor to the County only after the County receives AND accepts each item. Delivery will not be complete until the County has accepted each item. Delivery to a common carrier shall not constitute delivery to the County. Any transportation dispute shall be between the contractor and the carrier. The County will not consider any bid or proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

Section 1.10.2: Back Orders

If the vendor cannot deliver an ordered item in accordance with the scheduled delivery date due to a current existing backorder of that item with the vendor's manufacturer or distributor, the vendor shall insure that such back orders are filled within ten (10) calendar days from the initial scheduled delivery date for the item. The vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the incumbent vendor under this contract for any directly associated re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

Section 1.11: Acceptance of Goods or Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

SECTION 1 – SPECIAL TERMS AND CONDITIONS

ITB Number: 17-0606

Section 1.11.1: Deficiencies to be corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within ten (10) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.12: Warranty

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

Section 1.13: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

The exterior of each envelope/package shall be clearly marked with the bidder's name and address, and the solicitation number and title. Ensure that your bid or proposal is securely sealed

SECTION 1 – SPECIAL TERMS AND CONDITIONS

ITB Number: 17-0616

In an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.14: Completion Requirements for Bids

The bid submittal shall consist of this entire ITB document, with required sections completed by the vendor. Ensure that you sign the bid in the certification box in Section 4. **One (1) signed original, two (2) complete hardcopies, and one electronic copy (jump drive/CD) of the bid shall be sealed and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.**

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

SECTION 1 – SPECIAL TERMS AND CONDITIONS

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COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid 17-0606." Do not indicate bid prices on literature.

Specific Completion Directions:

- The bid submittal shall consist of this entire ITB document, with required sections completed by the vendor.
- Complete the requested information at the bottom of the ITB cover page (page 1).
- Pricing shall be completed as directed within Section 4.
- Initial and date in **BLUE INK** the appropriate space(s) in Section 4 for each addendum (if any) issued for this ITB.
- Insert any prompt payment discount that you will offer. Note payment terms are **NET 30 DAYS** otherwise.
- Complete the reference form (include at least three references) contained within the solicitation as Attachment 1.
- Complete all certifications, vendor information, and ensure that you sign the bid (in **BLUE** ink) in the certification box
- Provide proof of insurance in compliance with the stated requirements in section 1.8 by submitting either a certificate of insurance or evidence of insurability.

Section 1.15: Availability of Contract to Other County Departments

Although this solicitation is specific to one or more County Departments, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the vendor(s) at the contract price(s) established herein. Under these circumstances, a contract modification shall be issued by the County identifying the requirements of the additional County department(s).

Section 1.16: Business Hours of Operations

Deliveries shall be made during regular business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) No deliveries or work (if vendors provides equipment service) shall be performed after regular business hours or on Saturdays, Sundays, or County holidays except when necessary in an emergency situation, for the proper care and protection of the work already performed, and/or when permission to do such work is secured from the County Department representative. No overtime work shall be started without prior approval of the immediate project manager or his/her designated representative.

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Section 1.17: Catalogs/Price Lists

The vendor shall provide its website address on page 21 of Section 4 where product catalogs and price lists are available for viewing and/or downloading.

With the bid submittal, the vendor shall include a CD or thumb drive of the current catalogs and manufacturer's price lists for the brands quoted. Failure to meet this requirement may result in the offer being rejected. Upon request, the vendor shall provide hardcopies of the manufacturer's product catalogs and price lists at no additional cost to the County.

Section 1.18: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.19: Hourly Rates

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses.

Section 1.20: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation, for service to be performed, the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Section 1.21: Purchase of Other Brands

Although this solicitation and resultant contract identifies specific brands, it is hereby understood and agreed that additional brand(s) may be added to this contract at the option of the County. Under these circumstances, a County representative will contact vendor(s) to obtain a quote for the additional brand(s). If the discount proposed by the vendor for the additional brand(s) is considered to be fair and reasonable, then the brand(s) would be added to the contract through the issuance of a modification to the contract.

The incumbent vendor(s) has/have no exclusive right to provide these additional brand(s). The County reserves the right to award additional brand(s) to the lowest priced contract vendor, to multiple contract vendors, or to acquire the items through a separate solicitation if it determines

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the price discount offered is not fair or reasonable or for other reasons at the County's sole discretion.

Section 1.22: Rebates and Special Promotions

All rebates and special promotions offered by a manufacturer during the term of the contract shall be passed on by the vendor(s) to the County. It shall be the responsibility of the vendor to notify the County of such rebates and/or special promotions during the contract period.

Special promotions shall be offered by the vendor(s) to the County provided that the new price charged for the item(s) is lower than would otherwise be available through the contract. It is understood that these special promotions may be of a limited duration. At the end of such promotion, the standard contract price shall prevail.

Section 1.23: Repair and Parts Manuals to be Provided

The vendor shall supply the County with a minimum of one (1) comprehensive repair and parts manual which identify the component parts, and which describe the appropriate process for repairing the equipment purchased by the County in conjunction with this solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.

Section 1.24: Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

Section 1.25: Safety

The vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The vendor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to persons or property.

The vendor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

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The vendor shall designate a competent person of its organization whose duty shall be the prevention of accidents at this site. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the vendor's superintendent unless otherwise designated in writing by the vendor to the Contract Manager.

Section 1.26: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

Section 1.27: Training

When applicable, the vendor shall supply the County with a minimum of one (1) comprehensive training manual which describes the appropriate use of the equipment purchased by the County in conjunction with this solicitation. The manual(s) shall be included with the equipment upon delivery. Final payment shall be withheld until such time as these manuals are received by the County.

Upon request, the vendor shall provide an intensive training program to County employees regarding the use of the products or services supplied by the vendor in conjunction with this solicitation. This training shall be no additional charge to the County. The vendor shall bear all costs of registration fees and manuals and texts, or other instructional materials associated with the required training.

Section 1.28: Wage Rates

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (1) of the Florida Constitution and enforced by the Florida Legislature by statute or the state Agency For Workforce Innovation by rule, whichever is higher.

SECTION 2 – STATEMENT OF WORK

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SCOPE OF SERVICES**General Requirements**

It is the intent of the County to establish multiple contracts for its annual requirements for fire equipment, parts, supplies, and/or services for the County's Public Safety Department, Fire Rescue Division, and the County's Fleet Management Division.

The vendor hereby acknowledges and agrees that all parts and/or materials supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose unless recycled, used, or remanufactured goods are specifically requested or approved at the time the order is placed.

Emergency/Disaster deliveries may be required during non-business hours. Vendors shall submit a contact person's name and telephone number where requested in the Pricing Section for emergency orders.

It is the vendor's responsibility to ensure that the County has received the latest version of any MSDS required by 29 CFR 1910.1200 with the first shipment of any hazardous material. Also, at any time the content of an MSDS is revised, the vendor shall promptly provide a new MSDS to the County with the new information relevant to the specific material.

The vendor shall be required to furnish price lists on jump drive or CD upon request from the Public Safety Department or Fleet Management Division at no charge. This price list shall provide descriptive literature, technical data and service information for items awarded. Time of delivery for these lists shall be mutually agreed upon by the vendor and the County representative.

Repair Services

Unless otherwise stated in this solicitation, the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. The vendor(s) shall possess all special hand tools and special equipment recommended by the equipment and part manufacturer(s) to effectively and efficiently make repairs. The vendor(s) shall abide by OSHA requirements and the staff assigned to the County's projects shall be ASE or factory certified. All material, workmanship, and equipment shall be subject to the inspection and approval of the Public Safety Department.

Vendor(s) shall be required to submit a written estimate for each prospective project under this contract before a work order for that specific project is issued. The estimate must reflect the regular hourly wages for each classification represented in this contract, and the percentage discounts or mark-ups for materials and equipment that were quoted by the vendor on its initial offer or the most current contract pricing. The estimate shall be itemized by the number of work hours per classification, and by the cost of materials and equipment. Lump sum estimates will not be accepted. If multiple vendors are available to quote an estimate for the specific work, the County reserves the right to award the project based on the lowest written estimate, or to reject all estimates when such action is determined to be in the best interests of the County, and obtain the required services from another source of supply.

SECTION 2 -- STATEMENT OF WORK

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Upon approval of the estimate, the County's authorized representative shall generate and issue a Work Order for the specific repair project. The Work Order shall include the scope of work to be completed. For purposes of identification and payment, the Work Order shall be numbered and dated. The vendor's name shall then be entered on the Work Order and that order will then be issued to the vendor. The Work Order shall also direct the vendor to commence work on a certain day and it shall specify the amount of time allotted for completion of work covered by the Work Order. All work covered by a Work Order shall constitute a Contract Schedule.

Delivery Locations

Fire Rescue Vehicle Maintenance/Fleet Division
25028 Kirkwood Avenue
Astatula, FL 34705

Department of Public Safety
Fire Station No. 20
37711 SR 19
Umatilla, FL 32784

Department of Public Safety
315 W Main St
Suite 411
Tavares, FL 32778

County Fleet Management Division
20423 Independence Boulevard
Groveland, FL 34736

SECTION 3 – GENERAL TERMS AND CONDITIONS

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3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Bid: Shall refer to any offer(s) submitted in response to this ITB.

Bidder: Refers to any entity that submitted a bid under an ITB.

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to which award has been made.

County: Shall refer to Lake County, Florida.

Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

Modification: A written change to a contract.

Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications in an ITB.

Solicitation: The written document requesting offers bids or proposals from the marketplace.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words "shall", "must", or "will" are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

3.2 INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 810J Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment/ Disclosure Affidavit
9. Non-discrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.057 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any clarification or inquiries, except the clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requestor's name, address, and telephone number. The Procurement Services Office

may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

D. Contents of Solicitation and Bidders' Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

F. Change in, Withdrawal of, or Mistake in Bid

Changes to Bid – Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

Withdrawal of Bid – A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

Mistake in Bid – Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any variation in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.

B. The bid submitted must be legible and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

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- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are continued to modifications, changes, or revisions in the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
- H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or collusion in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsive, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submitting a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest in the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for items(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials needed to fulfill contractual obligations with the County, nor is any vendor authorized to use the County Tax Exemptions for such purchases.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with

Chapter 119 of the Florida Statutes (the "Public Record Act"). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any invitation to bid when it is in the best interest of the County.

3.11 AWARD

- A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or if it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submission of all required documents as stipulated in the solicitation.
- F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.
- G. All the bids will be resolved in consonance with current written procedure in that regard.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily settled by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the

SECTION 3 – GENERAL TERMS AND CONDITIONS

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County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager.

3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor certifies that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regard may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages,

including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the state of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debit the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County at its further discretion may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material

SECTION 3 – GENERAL TERMS AND CONDITIONS

ITB Number: 17-0606

suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records required by the County to perform the services identified herein. 2. Upon request from the County's custodian of public records, provide the County 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 for by law. 3. Issue all 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 the contractor does not transfer the records to the public agency. 4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations,

800.755.5111 (<http://www.dor.state.fl.us>)

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Governmental law or regulation, acts of nature, acts or omissions of the other party, fire, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, insufficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise in any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety Five Thousand dollars (\$195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract guide and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

3.38 TOBACCO PRODUCTS

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

SECTION 4 - PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 17-0606

ITB TITLE: FIRE EQUIPMENT - PARTS - SUPPLIES - SERVICE

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- Unit prices shall govern for all services priced on that basis as requested under this solicitation.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Vendors are advised to visit our website at <http://www.lakecountylfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.
- If the contractor has questions regarding the applicability of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records via the individual designated in provision 1.2 of this solicitation.

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:	
The bidder must list below the dates of issue for each addendum received in connection with this ITB:	
Addendum #1, Dated:	<u>11/22/16</u>
Addendum #2, Dated:	<u>11/30/16</u>
Addendum #3, Dated:	<u>N/A</u>
Addendum #4, Dated:	<u>N/A</u>
Part II:	
<input type="checkbox"/> No Addendum was received in connection with this ITB.	

SECTION 4 - PRICING/ CERTIFICATIONS/ SIGNATURES

Item Number: 17-0606

PRICING SECTION - GENERAL INFORMATION
(Submit discounts and hourly service rates in Attachment 2 "Pricing Form")

- 1. Warehouse location:
 Address: 2049 WEST CENTRAL BLVD.
 City/State/Zip: ORLANDO, FL 32805
 Telephone/fax: 1-800-228-8448 / 1-877-775-2448
- 2. Shop location:
 Address: SAME
 City/State/Zip: _____
 Telephone/fax: _____
- 3. Website address for price lists/catalogs: WWW.MECOFIRE.COM
- 4. Standard Warranty: PER MANUFACTURER
- 5. Lead time: 1-90 DAYS
- 6. Minimum order (if any): N/A
- 7. Handling fee if less than minimum (if applicable): N/A
- 8. Does your firm offer pickup and delivery of vehicles and equipment needing repair?
 Yes No Charge for delivery/pickup: N/A
- 9. Does your firm have towing capabilities? Yes No
 Towing charges: _____

- 10. Will your firm accept Visa Purchasing Cards or E-Payable form of payment? Yes No
- 11. Vendor contact for emergency and/or disaster service: 24 hours/7 days per week:
 Name: DALE WEIT
 Telephone: 407-843-3071 Cell: 407-963-5025
- 12. Exceptions to specifications:
 Yes No _____
* If yes, insert a separate sheet immediately following this page detailing exceptions.

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 17-0606

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. Yes No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? Yes No (Check one)

Certification Regarding Acceptance of County VISA-based Payment System

Vendor will accept payment through the County VISA- based payment system: Yes No

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): ORLANDO, FLORIDA
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: Yes No If "yes" is checked, provide supporting detail:

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project):

General Vendor Information and Bid Signature:

Firm Name:	<u>MUNICIPAL EQUIPMENT Co., LLC</u>		
Street Address:	<u>2049 WEST CENTRAL BLVD., ORLANDO, FL 32805</u>		
Mailing Address (if different):	<u>SAME</u>		
Telephone No.:	<u>1-800-228-8448</u>	Fax No.:	<u>1-877-775-2448</u>
E-mail:	<u>DAEWEST@NECOFIRE.COM</u>		
FEIN No.	<u>59-3624496</u>	Prompt Payment Terms:	<u>0 % 30 days, net 30</u>
Signature:	<u><i>DAE WET</i></u>	Date:	<u>12/7/16</u>
Print Name:	<u>DAE WET</u>	Title:	<u>VICE PRESIDENT</u>

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Signature of authorized County official: *Donna Villinis* Date: 3-21-2017
 Printed name: SENIOR CONTRACTING OFFICER Title: DONNA VILLINIS

SECTION 5 – ATTACHMENTS

ITB Number: 17-0606

THE FOLLOWING DOCUMENTS ARE ATTACHED:

- Attachment 1: Reference Form**
- Attachment 2: Pricing Form**

SECTION 5 - ATTACHMENTS

ITB Number: 17-0606

ATTACHMENT 1 - REFERENCES

Agency	PALM BEACH COUNTY FIRE RESCUE
Address	2601 VISTA PARKWAY
City, State, ZIP	WEST PALM BEACH, FL 33411
Contact Person	WAYNE CHAMBERS
Telephone	561-233-0864
Date(s) of Service	VARIOUS
Type of Service	FIRE EQUIPMENT
Comments:	

Agency	MIAMI-DADE COUNTY FIRE RESCUE
Address	6000 S.W. 87TH AVENUE
City, State, ZIP	MIAMI, FL 33173
Contact Person	JAVIER WALLIS
Telephone	786-336-3174
Date(s) of Service	VARIOUS
Type of Service	FIRE EQUIPMENT
Comments:	

Agency	MARTIN COUNTY FIRE RESCUE
Address	951 S.E. RUHNKE STREET
City, State, ZIP	STUART, FL 34994
Contact Person	CHRIS KACZYNSKI
Telephone	772-419-6972
Date(s) of Service	VARIOUS
Type of Service	FIRE EQUIPMENT
Comments:	

SECTION 5 - ATTACHMENTS

ITD Number: 17-0606

ATTACHMENT 2 - PRICING FORM

Current brands in use by the Fire Rescue Division include the following. Please complete the following information for those brands supported by your firm. Enter "yes" or "no" for stocking distributor. If you represent other manufacturers for similar fire-related equipment, parts, or supplies not listed, please add the manufacturer and pricing information in the blank spaces at end of pricing table.

Brand	Discount off-List Price	Hourly Rate for Repair Service	Stocking Distributor?
3M COMPANY	No Bid		
ADLE SHIMM	No Bid		
ACTION	No Bid		
AH STOCK	5%	N/A	NO
AIM	No Bid		
AJAX	No Bid		
AKRON BRASS	40%	N/A	YES
ALL AMERICAN FIRE HOSE	35%	N/A	YES
ALLEN SYSTEMS	No Bid		
ALOCOLITE	5%	N/A	No
AMIRIX	No Bid		
AMERICAN FIREWEAR	No Bid		
AMERICAN LAFRANCE	No Bid		
ANGUS	No Bid		
ANSUL FOAMS	No Bid		
APPLICROFT	No Bid		
B & B ENTERPRISES	No Bid		
BIO SYSTEMS	No Bid		
BLACKINTON BADGES	25%	N/A	No
BOLTON CO	No Bid		
BULLARD	5%	N/A	YES
CALIFORNIA MOUNTAIN	10%	N/A	YES
CARNS & BROTHERR	20%	N/A	YES
CAST PRODUCTS	No Bid		

SECTION 5 -- ATTACHMENTS

IFB Number: 17-0606

CHARKATE	No Bid		
CHUBB (FOAM)	No Bid		
CHURCHVILLE	No Bid		
CIRCUL AIR	No Bid		
CODE 3	No Bid		
COLLIN AXES	No Bid		
COLLINS DYNAMICS (ROM CORP)	No Bid		
COUNCIL TOOLS	10%	N/A	Yes
CUTTERS HDGR	No Bid		
C'Y NEILSEN	25%	N/A	No
DARLEY & CO	No Bid		
DAVID CLARK	No Bid		
DB SMITH INDIAN TANKS	No Bid		
DICKE TOOL	No Bid		
DRAEGER ENGINEERED SOLUTIONS		N/A	No
DREXEL	No Bid		
DUO SAFETY	2%	N/A	No
EDISON	No Bid		
EDWARDS AND CROMWELL	2%	N/A	No
EDWARDS MFG	2%	N/A	No
ELKHART BRASS	25%	N/A	Yes
EMERGENCY TECHNOLOGY	No Bid		
EXTENDA LIFE (AKRON)	No Bid		
FEDERAL SIGNAL CORP	25%	N/A	No
FIREHOOKS UNLIMITED	10%	N/A	No
FIRINDEX	No Bid		
FIRE POWER	No Bid		
FIREQUIP	No Bid		
FLAMEFIGHTER	10%	N/A	No

SECTION 5 - ATTACHMENTS

RFB Number: 17-0606

FOLD A TANK	10%	N/A	No
GEMTOR	12%	N/A	No
GLASSMASTER WEHR	5%	N/A	No
GLOBE	No Bid		
GLOVE CORP	No Bid		
GORMAN RUPP PUMPS	No Bid		
HALE FIRE PUMPS	22%	N/A	Yes
HANNAY REELS	5%	N/A	No
HARRINGTON	20%	N/A	No
HAZARD CONTROL	No Bid		
HEBERT	5%	N/A	No
HOLMATRO	No Bid		
HONEYWELL PRO	No Bid		
HUMAT	1%	N/A	No
HUSKY	No Bid		
HYDRA SHIELD	No Bid		
IMPERIAL HOSE	No Bid		
IOWA AMERICAN	No Bid		
JANESVILLE	35%	N/A	Yes
JUSTITEL	No Bid		
JV MFG	No Bid		
KAPLER	No Bid		
KENDALL PRODUCTS	No Bid		
KOCHER	20%	N/A	Yes
KOHLER MFG CO	10%	N/A	No
KUSSMAUL	5%	N/A	Yes
LACROSSE BOOTS	No Bid		
LIFE LINERS	No Bid		
LIONS UNIFORMS	30%	N/A	No

SECTION 5 - ATTACHMENTS

ITB Number: 17-0606

LOUIS PRYER	No Bid		
LOWELL	No Bid		
MAG INSTRUMENTS	No Bid		
MANN AXE	No Bid		
MARS SIGNAL LIGHT	No Bid		
MC PRODUCTS	No Bid		
MORAN (FLASID)	No Bid		
MORNING PRIDE	No Bid		
MSA	No Bid		
NATALE (CIRCLED)	12%	N/A	No
NORTH AMERICAN FIRE HOSE	cost + 20% MARGIN	N/A	No
NOVA	No Bid		
NUPIA	15%	N/A	No
PACIFIC REFLEX	No Bid		
PARADIGM	5%	N/A	No
PARTNER	10%	N/A	No
PAUL CONWAY SHIELDS	5%	N/A	No
PELICAN	30%	N/A	No
PEZZI	10%	N/A	No
PCI PROTECTALL	No Bid		
PHOENIX	No Bid		
PIERCE	No Bid		
PIGEON MOUNTAIN INDUSTRIES	10%	N/A	No
PLANO	No Bid		
R & B FABRICATORS	10%	N/A	No
RANGER RUBBER	No Bid		
RAWHIDE FIREHOSE	No Bid		
REDHEAD BRASS	15%	N/A	No
RIELLEXITE	No Bid		

SECTION 5 - ATTACHMENTS

ITB Number: 17-0606

RICE HYDRO CO	5%	N/A	NO
SCDAS	No Bid		
SCOTT AVIATION	No Bid		
SECURITEX	No Bid		
SENSIBLE MOUNTS	No Bid		
SERVUS BOOTS	No Bid		
SIBLEY WOLVERINE	25%	N/A	YES
SNAPTITE	35%	N/A	YES
SNORKEL	No Bid		
SOUTH PARK	20%	N/A	No
SIGNAL VEHICLE PRODUCTS	No Bid		
CLASS ONE (SPAN INSTRUMENTS)	20%	N/A	YES
SPUMPER	No Bid		
STERLING ROPE	10%	N/A	NO
SUPERVAC	25%	N/A	NO
TNT TOOLS	Ø	N/A	No
TASK FORCE TIES	No Bid		
THOROGOOD BOOTS	35%	N/A	YES
SUPERIOR PNEUMATIC	No Bid		
TASKMASTER	No Bid		
TEAM EQUIPMENT	10%	N/A	NO
TELELITE	No Bid		
TEMPEST FANS	20%	N/A	No
TOMAR	No Bid		
TOPPS	No Bid		
TURTLE PLASTICS	5%	N/A	NO
UNDERWATER KINETICS	20%	N/A	No
UNITY LIGHTS	No Bid		
VANNER	No Bid		

SECTION 5 - ATTACHMENTS

RFI Number: 17-0606

VERDIAN	No Bid		
VERTEX	5%	N/A	No
VETTER	No Bid		
WATROUS	10%	N/A	No
WILSON	20%	N/A	No
WILDEN ENGINEERING	20%	N/A	No
WILLIAMS	2%	N/A	No
WINCO GENERATORS	No Bid		
WINDSOL	No Bid		
WILLIAMS FOAM	No Bid		
WORDEN	No Bid		
ZEMMYR	No Bid		
ZIMATIC	20%	N/A	No
ZICO	20%	N/A	No
OTHER BRANDS NOT LISTED:			
HAY NORTH AMERICA	20%	N/A	YES
FIRE SERVICE PLUS	20%	N/A	YES
DRAGER SCBA & GAS DETECTOR	10%	N/A	YES
FIRE RESEARCH	20%	N/A	NO
GROVES, INC.	1%	N/A	NO
ALLIANCE FIRE & RESCUE	20%	N/A	NO
MAJESTIC FIRE APPAREL	COST + 20% MARGIN	N/A	YES
LION HELMETS	30%	N/A	YES
LION GLOVES	20%	N/A	YES
LAKELAND INDUSTRIES	20%	N/A	No
POWER HAWK TECHNOLOGY	1%	N/A	No
PHALANX DEFENSE SYSTEMS	5%	N/A	No
ERGODYNE	3%	N/A	YES
ESS	20%	N/A	No



LAKE COUNTY FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES, FL 32778-7800

PHONE: (352) 343-9839
FAX: (352) 343-9473

ADDENDUM NO. 1 November 22, 2016

ITB 17-0606 Fire Equipment-Parts-Supplies-Service

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum within the proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

Questions concerning this solicitation are due December 2, 2016. The purpose of this addendum is address an inquiry received.

A vendor asked about the re-procurement costs mentioned in Sections 1.10, 1.11, and 3.27 of the ITB. The County reserves the right to charge a vendor re-procurement costs when the original awardee defaults in the performance of their contract, and the County is forced to obtain the goods or services from another higher priced vendor through re-procurement. This is standard language in the County's solicitations and is an option available to the County to try and recoup some of the losses associated with re-procurement.

The intent of this particular solicitation (ITB 17-0606) is to establish a pool of contracted vendors to cover the County's needs for various goods and services utilized by the Public Safety and Fleet Management Departments. Re-procurement would not normally occur for this type of solicitation because there are usually multiple sources available to meet our needs.

Acknowledgement of receipt of Addendum:

Firm Name: MUNICIPAL EQUIPMENT Co. LLC Date: 12/7/16

Signature: *Dale West* Title: VICE PRESIDENT

Typed/Printed Name: DALE WEST



LAKE COUNTY FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 2 November 30, 2016

ITB 17-0606 Fire Equipment-Parts-Supplies-Service

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum within the proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

Questions concerning this solicitation are due December 2, 2016. The purpose of this addendum is to address the following:

Current term and supply agreements under the previous invitation to Bid (ITB #12-0806) expire June 30, 2017. It is anticipated that the new term and supply agreements awarded under this ITB #17-0606 shall be effective July 1, 2017. Vendors shall submit price discounts that will be deducted off current list prices for products at the time of purchase.

Acknowledgement of receipt of Addendum:

Firm Name: MUNICIPAL EQUIPMENT Co. LLC Date: 12/7/16

Signature: *Dale West* Title: VICE PRESIDENT

Typed/Printed Name: DALE WEST



CERTIFICATE OF LIABILITY INSURANCE

MUNIC-1

DP101JG

DATE (MM/DD/YYYY)

11/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER O'Neil, Lee & West, Inc. 3222 Corrine Drive, Suite C Orlando, FL 32803 Matthew West	CONTACT NAME: Matt West	
	PHONE (Acc. No. Ext.): 407-426-3411	FAX (Acc. No.): 407-843-2632
ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: The Hartford		38261
INSURER B: Rockhill Ins Co		28053
INSURER C: Maxam Indemnity Company		26743
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 Municipal Equipment Co, LLC
 2049 West Central Boulevard
 Orlando, FL 32805

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADOL SUBR (RES) (REV)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLICABLE PER POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC OTHER:	X	0LP-600930-01	02/14/2016	02/14/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE BY WAIVED PREMIUMS (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOP &C \$ 3,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		21JECKK5978	02/14/2016	02/14/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPHYLACTIC INHERENT EXCLUSIVE OF FORTUITOUS EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	T/N N/A	21WBCVX2988	05/22/2016	05/22/2017	PER STATUTE / CITY / LOC E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EX EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Property Section		RCPOGHC009190-01	02/14/2016	02/14/2017	Building 387,917 Contents 482,200

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is additional insured with respects to General Liability and while engaged in written contract. Waiver of subrogation is applicable and coverage is primary and noncontributory.

CERTIFICATE HOLDER Lake County, A Political Subdivision of the State of FL & Board of CTY. Commissioners PO Box 7800 Tavares, FL 32778	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

<p>1. Modification No.: 1 Effective Date: July 1, 2018</p>	<p>2. Contract No.: 17-0606H Effective Date: June 1, 2017</p>
<p>3. Contracting Officer: Donna Villinis, CPPB Telephone Number: (352) 343-9765</p>	<p>5. Contractor Name and Address: Municipal Equipment Co., LLC 2049 West Central Blvd. Orlando, Florida 32805 Attn: Dale West – Vice President</p>
<p>4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800</p>	
<p>6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u>, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.</p>	
<p>7. DESCRIPTION OF MODIFICATION: Contract modification to extend for one (1) year expiring June 30, 2019.</p>	
<p>8. Contractor's Signature REQUIRED Name: <u>Dale West</u> Title: <u>VICE PRESIDENT</u> Date: <u>1/31/18</u></p>	<p>9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>1-31-18</u> Date</p>
<p>10. Distribution: Original - Bid No. 17-0606H Copies - Contractor Contracting Officer</p>	

FISCAL & ADMINISTRATIVE SERVICES – DIVISION OF PROCUREMENT SERVICES
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY I. SULLIVAN
District 1

SEAN M. PARKS, ALP, CLIP
District 2

WENDY R. BREEDEN
District 3

LESLIE CAMPIONE
District 4

JOSIE BLAKE
District 5



LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

<p>1. Modification No.: 2 Effective Date: March 14, 2018</p>	<p>2. Contract No.: 17-0606H Effective Date: June 1, 2017</p>
<p>3. Contracting Officer: Amy Munday Telephone Number: (352) 343-9765</p>	<p>5. Contractor Name and Address: Municipal Equipment Co., LLC 2049 West Central Blvd. Orlando, Florida 32805 Attn: Dale West – Vice President</p>
<p>4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800</p>	
<p>6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u>, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.</p>	
<p>7. DESCRIPTION OF MODIFICATION: <u>Contract modification to ADD the following product line to the contract:</u> Lion Wildland Gear and Genesis Rescue Systems</p>	
<p>8. Contractor's Signature REQUIRED Name: <u><i>[Signature]</i></u> Title: <u>VICE PRESIDENT</u> Date: <u>3/29/18</u></p>	<p>9. Lake County, Florida By: <u><i>[Signature]</i></u> Contracting Officer II <u>3/29/18</u> Date</p>
<p>10. Distribution: Original - Bid No. 17-0606H Copies - Contractor Contracting Officer</p>	

OFFICE OF PROCUREMENT SERVICES
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TIMOTHY I SULLIVAN
District 1

SEAN M PARKS, III
District 2

WENDY R BREEDEN
District 3

LESLIE CAMPIONE
District 4

JOSH BLAKE
District 5

ADDITIONAL BRAND PRICING

Submit this form to request additional brand(s) be added to your agreement with Lake County under ITB 17-0606.

MANUFACTURER / BRAND: Lion Wildland Equipment

Discount from current price list 10 %

Price List No. N/A Date of Price List 3/30/2018

Warranty Defects

Stocking Distributor? Yes No

Hourly rate for repair and service \$ N/A (per hour)

MANUFACTURER / BRAND: Genesis Rescue Systems

Discount from current price list 0 %

Price List No. N/A Date of Price List N/A

Warranty Defects

Stocking Distributor? Yes No

Hourly rate for repair and service \$ N/A (per hour)

MANUFACTURER / BRAND: Streamlight Flashlights

Discount from current price list 40 %

Price List No. N/A Date of Price List 2/1/2018

Warranty Defects

Stocking Distributor? Yes No

Hourly rate for repair and service \$ N/A (per hour)

MANUFACTURER / BRAND: Homeland-Six

Discount from current price list 10 %

Price List No. N/A Date of Price List 3/1/2018

Warranty Defects

Stocking Distributor? Yes No

Hourly rate for repair and service \$ N/A (per hour)



LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

<p>1. Modification No.: 3 Effective Date: June 28, 2018</p>	<p>2. Contract No.: 17-0606H Effective Date: June 1, 2017</p>
<p>3. Contracting Officer: Amy Munday Telephone Number: (352) 343-9765</p>	<p>5. Contractor Name and Address: Municipal Equipment Co., LLC 2049 West Central Blvd. Orlando, Florida 32805 Attn: Dale West</p>
<p>4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800</p>	
<p>6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u>, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.</p>	
<p>7. DESCRIPTION OF MODIFICATION: <u>Contract modification to ADD the following product line to the contract: SEE ATTACHED</u></p>	
<p>8. Contractor's Signature REQUIRED Name: <u>[Signature]</u> Title: <u>President</u> Date: <u>7/10/2018</u></p>	<p>9. Lake County, Florida By: <u>[Signature]</u> Contracting Officer II <u>7-10-18</u> Date</p>
<p>10. Distribution: Original - Bid No. 17-0606 Copies - Contractor Contracting Officer</p>	

OFFICE OF PROCUREMENT SERVICES
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473
Board of County Commissioners • www.lakecountyfl.gov

JIMMIE I. SULLIVAN
District 1

SEAN M. PARKS, III, CLU
District 2

WENDY R. BREEDIN
District 3

LESLIE CAMPIONE
District 4

JOSH BLAKE
District 5

ADDITIONAL MFG FORM

ITB Number: 17-0606

Additional Manufacturers/Product Lines

Manufacturer: Identifire

Discount from current price list 5 %

Price List No. _____ Date of Price List 1/1/2018

Warranty Defects

1. Stocking Distributor? Yes No _____

Lead time: 2 weeks

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

Manufacturer: Homeland Six

Discount from current price list 10 %

Price List No. _____ Date of Price List 1/1/2018

Warranty Defects

Stocking Distributor? Yes No _____

Lead time: 2 weeks

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

ADDITIONAL MFG FORM

ITB Number: 17-0606

Additional Manufacturers/Product Lines

Manufacturer: Fechheimer

Discount from current price list 5 %

Price List No. _____ Date of Price List _____

Warranty Defects

1. Stocking Distributor? Yes ___ No X

Lead time: 2 weeks

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

Manufacturer: FireCraft Safety

Discount from current price list 5 %

Price List No. _____ Date of Price List _____

Warranty Defects

Stocking Distributor? Yes ___ No X

Lead time: 2 weeks

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact



MODIFICATION OF CONTRACT

Modification Number: Four (4) Effective Date: 7/1/2019	Contract Number: <u>17-0606H</u> Title: Click or tap here to enter text. Effective Date: 6/1/2017
Contracting Officer: Amy Munday E-mail: <u>AMunday@LakeCountyFL.gov</u> Telephone Number: (352) 343-9389	Contractor Name and Address: Name: <u>Municipal Equipment Co., LLC</u> Address: <u>2049 West Central Blvd.</u> City: <u>Orlando, FL 32805</u> ATTENTION: <u>Dale West</u>
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
<p>INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</p>	
<p>DESCRIPTION OF MODIFICATION: <u>Contract modification to extend for one (1) year expiring June 30, 2020.</u></p>	
<p>CONTRACTOR SIGNATURE BLOCK</p> Signature: <u>Dale West</u> Print Name: <u>DALE WEST</u> Title: <u>VICE PRESIDENT</u> E-mail: <u>DALEWEST@MECOFIRE.COM</u> Secondary E-mail: <u>DWEST@MECOFIRE.COM</u>	<p>LAKE COUNTY SIGNATURE BLOCK</p> Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: Contracting Officer, II
<p>Distribution: Original - Bid File Copy - Contractor Contracting Officer</p>	



MODIFICATION OF CONTRACT

Modification Number: Five (5) Effective Date: 9/20/2019	Contract Number: 17-0606H Title: <u>Fire Equipment Parts-Supplies-Service</u> Effective Date: 6/1/2017
Contracting Officer: Amy Munday E-mail: amunday@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address: Name: Municipal Equipment Co., LLC Address: 2049 West Central Blvd. City: Orlando, FL 32805 ATTENTION: Dale West
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
<p>INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u>. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</p>	
<p>DESCRIPTION OF MODIFICATION: Contract modification to ADD the following items to the contract. Please see attached:</p>	
<p>CONTRACTOR SIGNATURE BLOCK</p> Signature: <u>[Signature]</u> Print Name: <u>Mathew Fenneman</u> Title: <u>President</u> Date: <u>10/25/2019</u> E-mail: <u>mat@mecofire.com</u> Secondary E-mail: _____	<p>LAKE COUNTY SIGNATURE BLOCK</p> Signature: <u>[Signature]</u> Print Name: <u>Amy Munday</u> Title: Contracting Officer Date: <u>10/25/19</u>
<p>Distribution: Original - Bid File Copy - Contractor Contracting Officer</p>	

ADDITIONAL MFG FORM

ITB Number: 17-0606

Additional Manufacturers/Product Lines

Manufacturer: **Dewalt**

Discount from current price list 5 %

Price List No. _____ Date of Price List _____

Warranty 3 years limited

1. Stocking Distributor? Yes No

Lead time: 2-4 weeks

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

Manufacturer: **Armor Express**

Discount from current price list 10 %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes No

Lead time: 2 weeks

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

ADDITIONAL MFG FORM

ITB Number: 17-0606

Additional Manufacturers/Product Lines

Manufacturer: **G-H Armor**

Discount from current price list 20 %

Price List No. _____ Date of Price List _____

Warranty _____

I. Stocking Distributor? Yes No _____

Lead time: 2-4 weeks

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

Manufacturer: **Night Stick Flashlights**

Discount from current price list 15 %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes No _____

Lead time: 2 weeks

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

ADDITIONAL MFG FORM

ITB Number: 17-0606

Additional Manufacturers/Product Lines

Manufacturer: **Bullard Particulate Hoods**

Discount from current price list 10 %

Price List No. _____ Date of Price List _____

Warranty _____

I, Stocking Distributor? Yes ___ No ___

Lead time: 2 weeks

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

Manufacturer: **Holmatro**

Discount from current price list 3 %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

ADDITIONAL MFG FORM

ITB Number: 17-0606

Additional Manufacturers/Product Lines

Manufacturer: Lion Gloves

Discount from current price list 10 %

Price List No. _____ Date of Price List _____

Warranty Defects

1. Stocking Distributor? Yes No _____

Lead time: 2 weeks

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

Manufacturer: Lion Hoods

Discount from current price list 10 %

Price List No. _____ Date of Price List _____

Warranty Defects

Stocking Distributor? Yes No _____

Lead time: 1 week

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

ADDITIONAL MFG FORM

ITB Number: 17-0606

Additional Manufacturers/Product Lines

Manufacturer: Lion Bulley

Discount from current price list 2 %

Price List No. _____ Date of Price List _____

Warranty _____

1. Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact

Manufacturer: Responder Wipes

Discount from current price list 5 %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes X No ___

Lead time: 1-2 weeks

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact



MODIFICATION OF CONTRACT

Modification Number: Six (6) Effective Date: 6/30/2020	Contract Number: 17-0606H Title: <u>Fire Equipment Parts-Supplies-Service</u> Effective Date: July 1, 2017
Contracting Officer: Amy Munday E-mail: <u>amunday@lakecountyfl.gov</u> Telephone Number: (352) 343-9389	Contractor Name and Address: Name: Municipal Equipment Co., LLC Address: 2049 West Central Blvd. City: <u>Orlando, FL 32805</u> ATTENTION: <u>Dale West</u>
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
<p>INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u>. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</p>	
<p>DESCRIPTION OF MODIFICATION: Extend contract one (1) year - expiring June 30, 2021.</p>	
<p>CONTRACTOR SIGNATURE BLOCK</p> Signature: <u>Dale West</u> Print Name: <u>DALE WEST</u> Title: <u>VICE PRESIDENT</u> Date: <u>1/30/20</u> E-mail: <u>DALEWEST@MECOFIRE.COM</u> Secondary E-mail: <u>DWEST@MECOFIRE.COM</u>	<p>LAKE COUNTY SIGNATURE BLOCK</p> Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: <u>Contracting Officer</u> Date: <u>1-30-20</u>
<p>Distribution: Original - Bid File Copy - Contractor Contracting Officer</p>	



MODIFICATION OF CONTRACT

Modification Number: Seven (7) Effective Date: 10/12/2020	Contract Number: 17-0606H Title: <u>Fire Equipment, Parts, Supplies, and Services</u> Effective Date: July 1, 2017
Contracting Officer: Amy Munday E-mail: amunday@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address: Name: Municipal Equipment Co., LLC Address: 2049 West Central Blvd. City: Orlando, Florida 32805 ATTENTION: Dale West
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add additional manufacturers to the contract. SEE ATTACHED:	
<p align="center">CONTRACTOR SIGNATURE BLOCK</p> Signature: <u>Dale West</u> Print Name: <u>DALE WEST</u> Title: <u>VICE PRESIDENT</u> Date: <u>10/14/20</u> E-mail: <u>DALEWEST@MECOFIRE.COM</u> Secondary E-mail: <u>DWEST@MECOFIRE.COM</u>	<p align="center">LAKE COUNTY SIGNATURE BLOCK</p> Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: Contracting Officer Date: <u>October 14, 2020</u>
Distribution: Original - Bid File Copy - Contractor Contracting Officer	

ADDITIONAL MFG FORM

ITB Number: 17-0606

**Additional Manufacturers/Product Lines
Municipal Equipment Company, LLC 10-12-20**

Manufacturer: Fire Innovations

Discount from current price list 5 %

Price List No. _____ Date of Price List _____

Warranty 1-year Warranty on Manufacturer Defects

1. Stocking Distributor? Yes X No _____

Lead time: 7-10 days on stock items, 3-8 weeks on Large or Custom Orders

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact: JC Colorado 707-338-2999

Manufacturer: Artic Compressor

Discount from current price list 2 %

Price List No. 012020 Date of Price List Jan. 2020

Warranty 1 year parts and Labor

Stocking Distributor? Yes X No _____

Lead time: 4-6 Weeks ARO

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ NONE

Handling fee if less than minimum order \$ NONE

Name/Telephone/Cell/Beeper of Emergency Contact: Andy Hanson 218-491-4244



MODIFICATION OF CONTRACT

Modification Number: Eight (8) Effective Date: 7/1/21	Contract Number: 17-0606H Title: <u>Fire Equipment, Parts, Supplies, and Services</u> Effective Date: July 1, 2017
Contracting Officer: Amy Munday E-mail: amunday@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address: Name: Municipal Equipment Co., LLC Address: 2049 West Central Blvd. City: Orlando, Florida 32805 ATTENTION: Dale West
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Extend contract one (1) year expiring June 30, 2022.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Dale West</u> Print Name: <u>DALE WEST</u> Title: <u>VICE PRESIDENT</u> Date: <u>1/13/21</u> E-mail: <u>DALEWEST@MECOFIRE.COM</u> Secondary E-mail: <u>DWEST@MECOFIRE.COM</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: Contracting Officer Date: <u>January 13, 2021</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Nine (9) Effective Date: 4/15/2021	Contract Number: 17-0606H Title: <u>Fire Equipment Parts-Supplies-Service</u> Effective Date: 6/1/2017
Contracting Officer: Gretchen A. Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address: Name: Municipal Equipment Co., LLC Address: 2049 West Central Blvd. City: Orlando, FL 32805 ATTENTION: Dale West
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
<p>INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u>. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</p>	
<p>DESCRIPTION OF MODIFICATION: Contract modification to ADD the attached items to the contract.</p>	
<p>CONTRACTOR SIGNATURE BLOCK</p> Signature: <u>[Signature]</u> Print Name: <u>Mathew Fenneman</u> Title: <u>President</u> Date: <u>4/15/2021</u> E-mail: <u>matf@mecofire.com</u> Secondary E-mail: <u>Dwest@mecofire.com</u>	<p>LAKE COUNTY SIGNATURE BLOCK</p> Signature: <u>[Signature]</u> Print Name: <u>Gretchen A. Bechtel</u> Title: <u>Contracting Officer II</u> Date: <u>04/15/2021</u>
Distribution: Original - Bid File Copy - Contractor Contracting Officer	

ADDITIONAL MFG FORM

ITB Number: 17-0606

Additional Manufacturers/Product Lines

Manufacturer: Fko Innovations

Discount from current price list 10 %

Price List No. _____ Date of Price List January 2021

Warranty Manufacturer

1. Stocking Distributor? Yes No

Lead time: 2 weeks

Hourly rate for repair and service \$ n/a (per hour)

Minimum order (if any) \$ n/a

Handling fee if less than minimum order \$ n/a

Name/Telephone/Cell/Beeper of Emergency Contact

Mathew Penneman, P:800-228-8448, C:801-550-1433

Manufacturer: RIT Safety Solutions

Discount from current price list 5 %

Price List No. _____ Date of Price List January 2021

Warranty Manufacturer

Stocking Distributor? Yes No

Lead time: 1 week- 2 weeks

Hourly rate for repair and service \$ n/a (per hour)

Minimum order (if any) \$ n/a

Handling fee if less than minimum order \$ n/a

Name/Telephone/Cell/Beeper of Emergency Contact

Mathew Penneman, P:800-228-8448, C:801-550-1433

ADDITIONAL MFG FORM

ITB Number: 17-0606

Additional Manufacturers/Product Lines

Manufacturer: **Fliir Systems**

Discount from current price list 10 %

Price List No. _____ Date of Price List January 2021

Warranty Manufacturer

1. Stocking Distributor? Yes No

Lead time: 2 weeks

Hourly rate for repair and service \$ n/a (per hour)

Minimum order (if any) \$ n/a

Handling fee if less than minimum order \$ n/a

Name/Telephone/Cell/Beeper of Emergency Contact

Mathew Fenneman, P:800-228-8448, C:801-550-1433

Manufacturer: **Enforcer / Fireball**

Discount from current price list 15%

Price List No. _____ Date of Price List January 2021

Warranty Manufacturer

Stocking Distributor? Yes No

Lead time: Fire ball 3-5 days Enforcer one 2-3 weeks

Hourly rate for repair and service \$ n/a (per hour)

Minimum order (if any) \$ n/a

Handling fee if less than minimum order \$ n/a

Name/Telephone/Cell/Beeper of Emergency Contact

Mathew Fenneman, P:800-228-8448, C:801-550-1433



MODIFICATION OF CONTRACT

Modification Number: Ten (10) Effective Date: 9/20/2019	Contract Number: 17-0606H Title: <u>Fire Equipment Parts-Supplies-Service</u> Effective Date: 6/1/2017
Contracting Officer: Gretchen Bechtel E-mail: <u>gbechtel@lakecountyfl.gov</u> Telephone Number: (352) 343-9389	Contractor Name and Address: Name: Municipal Equipment Co., LLC Address: 2049 West Central Blvd. City: Orlando, FL 32805 ATTENTION: Dale West
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
<p>INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u>. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</p>	
<p>DESCRIPTION OF MODIFICATION: Contract modification to ADD the following items to the contract.</p>	
<p>CONTRACTOR SIGNATURE BLOCK</p> Signature: <u>[Handwritten Signature]</u> Print Name: <u>Matthew Ferriman</u> Title: <u>President</u> Date: <u>8/24/2021</u> E-mail: <u>mattemecofire.com</u> Secondary E-mail: _____	<p>LAKE COUNTY SIGNATURE BLOCK</p> Digitally Signed Signature: <u>Gretchen Bechtel</u> Print Name: <u>Gretchen Bechtel</u> Title: <u>Contracting Officer II</u> Date: <u>2021.08.24 15:04:44 -04'00'</u>
<p>Distribution: Original - Bid File Copy - Contractor Contracting Officer</p>	

ADDITIONAL MFG FORM

ITB Number: 17-0606

Additional Manufacturers/Product Lines

Manufacturer: Kappler

Discount from current price list _____ 3%

Price List No. _____ Date of Price List _____

Warranty _____

1. Stocking Distributor? Yes ___ No X

Lead time: 2-4 weeks

Hourly rate for repair and service \$ n/a (per hour)

Minimum order (if any) \$ n/a

Handling fee if less than minimum order \$ n/a

Name/Telephone/Cell/Beeper of Emergency Contact

Manufacturer:

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Lead time: _____

Hourly rate for repair and service \$ _____ (per hour)

Minimum order (if any) \$ _____

Handling fee if less than minimum order \$ _____

Name/Telephone/Cell/Beeper of Emergency Contact



MODIFICATION OF CONTRACT

Modification Number: Eleven (11) Effective Date: 11/10/2021	Contract Number: 17-0606H Title: <u>Fire Equipment Parts-Supplies-Service</u> Effective Date: 6/1/2017
Contracting Officer: Gretchen Bechtel E-mail: <u>gbechtel@lakecountyfl.gov</u> Telephone Number: (352) 343-9389	Contractor Name and Address: Name: Municipal Equipment Co., LLC Address: 2049 West Central Blvd. City: Orlando, FL 32805 ATTENTION: Dale West
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
<p>INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u>. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</p>	
<p>DESCRIPTION OF MODIFICATION: Contract modification to ADD the attached items to the contract.</p>	
<p>CONTRACTOR SIGNATURE BLOCK</p> Signature: <u>[Signature]</u> Print Name: <u>Mathew Ferneman</u> Title: <u>President</u> Date: <u>11/10/2021</u> E-mail: <u>matt@mecofire.com</u> Secondary E-mail: <u>Jelkins@mecofire.com</u>	<p>LAKE COUNTY SIGNATURE BLOCK</p> Signature: _____ Digitally signed Print Name: <u>Gretchen</u> by Gretchen Title: _____ Bechtel Date: <u>Bechtel</u> Date: <u>2021.11.10</u> 11:37:30 -05'00'
<p>Distribution: Original – Bid File Copy – Contractor Contracting Officer</p>	

ADDITIONAL BRAND PRICING

Submit this form to request additional brand(s) be added to your agreement with Lake County under ITB 17-0606.

MANUFACTURER / BRAND: Florida PPE Services

Discount from current price list 2% %

Price List No. _____ Date of Price List _____

Warranty Against Manufacturer Defects

Stocking Distributor? Yes ___ No ___

Hourly rate for repair and service \$ N/A (per hour)

MANUFACTURER / BRAND: _____

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Hourly rate for repair and service \$ _____ (per hour)

MANUFACTURER / BRAND: _____

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Hourly rate for repair and service \$ _____ (per hour)

MANUFACTURER / BRAND: _____

Discount from current price list _____ %

Price List No. _____ Date of Price List _____

Warranty _____

Stocking Distributor? Yes ___ No ___

Hourly rate for repair and service \$ _____ (per hour)



MODIFICATION OF CONTRACT

Modification Number: Twelve (12) Effective Date: 7/1/2022	Contract Number: 17-0606H Title: <u>Fire Equipment Parts-Supplies-Service</u> Effective Date: 6/1/2017
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: (352) 343-9765	Contractor Name and Address: Name: Municipal Equipment Co., LLC Address: 2049 West Central Blvd. City: Orlando, FL 32805 ATTENTION: Dale West
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
<p>INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u>. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</p>	
<p>DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for ninety (90) days or until new contract is awarded.</p>	
<p>CONTRACTOR SIGNATURE BLOCK</p> Signature: <u>Dale West</u> Print Name: <u>DALE WEST</u> Title: <u>VICE PRESIDENT</u> Date: <u>3/2/22</u> E-mail: <u>DALEWEST@MECOFIRE.COM</u> Secondary E-mail: <u>DWEST@MECOFIRE.COM</u>	<p>LAKE COUNTY SIGNATURE BLOCK</p> Signature: <u>Gretchen Bechtel</u> Digitally signed by <u>Gretchen Bechtel, CPPB,</u> Print Name: <u>CPPB, Contracting Officer II</u> Contracting Officer II Title: <u>Officer II</u> Date: <u>2022.03.02</u> Date: <u>14:43:59 -05'00'</u>
<p>Distribution: Original - Bid File Copy - Contractor Contracting Officer</p>	



Company ID Number: 637246

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Municipal Equipment Company (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer Municipal Equipment Company	
Name (Please Type or Print) Joseph Borsi	Title
Signature Electronically Signed	Date 01/29/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/29/2013



Company ID Number: 637246

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Municipal Equipment Company
Company Facility Address	408 Bif CT Orlando, FL 32809
Company Alternate Address	
County or Parish	ORANGE
Employer Identification Number	593624496
North American Industry Classification Systems Code	454
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)



Company ID Number: 637246

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL

1



Company ID Number: 637246

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Mathew Fenneman
Phone Number 8002288448
Fax 4076484142
Email Matt@mecofire.com

Name Joseph Borsi
Phone Number 4078433071
Fax 4076484142
Email ioe@mecofire.com



Company ID Number: 637246

This list represents the first 20 Program Administrators listed for this company.

Certificate Of Completion

Envelope Id: F333FECA0E1B45AE98228C20A605C0B6
 Subject: Please DocuSign: CM3236 - MUNICIPAL EQUIPMENT COMPANY - CONTRACT
 Source Envelope:
 Document Pages: 99 Signatures: 7
 Certificate Pages: 6 Initials: 2
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
 Scott Tittle
 ttittle@nassaucountyfl.com
 IP Address: 50.238.237.26

Record Tracking

Status: Original Holder: Scott Tittle
 10/14/2022 3:08:56 PM ttittle@nassaucountyfl.com

Location: DocuSign

Signer Events

Tracy Poore
 tpoore@nassaucountyfl.com
 OMB Admin
 Nassau County BOCC
 Security Level: Email, Account Authentication (None)

Signature

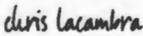

 Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

Timestamp

Sent: 10/14/2022 3:16:05 PM
 Viewed: 10/14/2022 4:39:53 PM
 Signed: 10/14/2022 4:41:07 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

chris lacambra
 clacambra@nassaucountyfl.com
 OMB Director
 Nassau County BOCC
 Security Level: Email, Account Authentication (None)


 Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

Sent: 10/14/2022 4:41:10 PM
 Viewed: 10/17/2022 8:15:25 AM
 Signed: 10/17/2022 8:15:32 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Lanaee Gilmore
 lgilmore@nassaucountyfl.com
 Procurement Director
 Nassau County BOCC
 Security Level: Email, Account Authentication (None)


 Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

Sent: 10/17/2022 8:15:35 AM
 Viewed: 10/17/2022 3:34:00 PM
 Signed: 10/17/2022 3:34:07 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Abigail Jorandby
 ajorandby@nassaucountyfl.com
 Assistant County Attorney
 Nassau BOCC
 Security Level: Email, Account Authentication (None)


 Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

Sent: 10/17/2022 3:34:10 PM
 Viewed: 10/18/2022 4:35:25 PM
 Signed: 10/18/2022 4:35:33 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 10/18/2022 4:35:38 PM Viewed: 10/19/2022 4:41:44 PM Signed: 10/19/2022 5:03:31 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 10/19/2022 5:03:34 PM Viewed: 10/19/2022 6:05:52 PM Signed: 10/19/2022 6:05:59 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Mathew Fenneman matt@mecofire.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 71.43.202.190	Sent: 10/21/2022 9:41:39 AM Viewed: 10/21/2022 9:44:12 AM Signed: 10/21/2022 9:45:59 AM
Electronic Record and Signature Disclosure: Accepted: 10/21/2022 9:44:12 AM ID: 34662298-8e3c-424e-b77a-59ed07d3b3f8		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
BOCC AP boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 10/19/2022 6:06:02 PM Resent: 10/21/2022 9:46:03 AM
Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059		
Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 10/21/2022 9:46:06 AM Viewed: 10/21/2022 10:15:56 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Procurement Staff procurementstaff@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/11/2022 4:06:53 PM ID: 70ba6b9d-4524-4116-9685-dc2e1d625e39	COPIED	Sent: 10/21/2022 9:46:09 AM

Constance Holmes cholmes@nassaucountyfl.com Fire Administration Nassau County Fire-Rescue Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/21/2022 9:46:12 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/14/2022 3:16:05 PM
Certified Delivered	Security Checked	10/21/2022 9:44:12 AM
Signing Complete	Security Checked	10/21/2022 9:45:59 AM
Completed	Security Checked	10/21/2022 9:46:12 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.