



## MODIFICATION OF CONTRACT

Modification Number: Nine (9) Effective Date: 3/1/2021	Contract Number: 17-0606G Title: <u>Fire Equipment, Parts, Supplies, and Service</u> Effective Date: July 1, 2017
Contracting Officer: Amy Munday E-mail: <a href="mailto:amunday@lakecountyfl.gov">amunday@lakecountyfl.gov</a> Telephone Number: (352) 343-9389	Contractor Name and Address:  Name: Municipal Emergency Services (MES) Address: 3789 62nd Avenue North City: Pinellas Park, Florida 33781 ATTENTION: Jamie Robinson, Regional VP
Issued By: <div style="text-align: center;">             Procurement Services              Lake County Administration Building              315 W. Main St., Suite 441              Tavares, Florida 32778-7800           </div>	
<b>INSTRUCTIONS:</b> 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.	
<b>DESCRIPTION OF MODIFICATION:</b> Contract modification to update the manufacturer list for Akron Brass products. SEE ATTACHED:	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: _____ Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>03/11/2021</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: <u>Contracting Officer</u> Date: <u>March 12, 2021</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



### MODIFICATION OF CONTRACT

Modification Number: Eight (8) Effective Date: 7/1/2021	Contract Number: 17-0606G Title: <u>Fire Equipment, Parts, Supplies, and Services</u> Effective Date: July 1, 2017
Contracting Officer: Amy Munday E-mail: <a href="mailto:amunday@lakecountyfl.gov">amunday@lakecountyfl.gov</a> Telephone Number: (352) 343-9389	Contractor Name and Address: Name: Municipal Emergency Services (MES) Address: 3789 62nd Avenue North City: Pinellas Park, L 33781 ATTENTION: Jamie Robinson, Regional VP
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
<b>INSTRUCTIONS:</b> 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.	
<b>DESCRIPTION OF MODIFICATION:</b> Extend contract one (1) year expiring June 30, 2022.	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: <u>Jamie Robinson</u> Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice president</u> Date: <u>2/01/2021</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: <u>Contracting Officer</u> Date: <u>2/11/21</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



## MODIFICATION OF CONTRACT

Modification Number: Seven (7) Effective Date: 11/3/2020	Contract Number: 17-0606G Title: <u>Fire Equipment-Parts-Supplies-Service</u> Effective Date: July 1, 2017
Contracting Officer: Amy Munday E-mail: <a href="mailto:amunday@lakecountyfl.gov">amunday@lakecountyfl.gov</a> Telephone Number: (352) 343-9389	Contractor Name and Address:  Name: Municipal Emergency Services (MES) Address: 3789 62nd Avenue, North City: Pinellas Park, FL 33781 ATTENTION: Jamie Robinson, Regional VP
Issued By: <div style="text-align: center; padding-top: 10px;">             Procurement Services              Lake County Administration Building              315 W. Main St., Suite 441              Tavares, Florida 32778-7800           </div>	
<b>INSTRUCTIONS:</b> 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.	
<b>DESCRIPTION OF MODIFICATION:</b> Contract modification to update the attached manufacturing listing:	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: _____ Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>11/3/20</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: Contracting Officer Date: <u>November 3, 2020</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



### MODIFICATION OF CONTRACT

Modification Number: Six (6) Effective Date: 3/9/2020	Contract Number: 17-0606G Title: <u>Fire Equipment Parts-Supplies-Service</u> Effective Date: July 1, 2017
Contracting Officer: Amy Munday E-mail: <a href="mailto:amunday@lakecountyfl.gov">amunday@lakecountyfl.gov</a> Telephone Number: (352) 343-9389	Contractor Name and Address: Name: Municipal Emergency Services (MES) Address: <u>3789 62nd Avenue, North</u> City: <u>Pinellas Park, FL 33781</u> ATTENTION: <u>Jamie Robinson, Regional VP</u>
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
<b>INSTRUCTIONS:</b> 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.	
<b>DESCRIPTION OF MODIFICATION:</b> <u>Contract modification to UPDATE and ADD TO the Honeywell Bunker Gear equipment listing to contract effective March 9, 2020. SEE ATTACHED:</u>	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: <u>Jamie Robinson</u> Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>06/08/2020</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: <u>Contracting Officer</u> Date: <u>6/8/2020</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	





### MODIFICATION OF CONTRACT

Modification Number: Five (5) Effective Date: 6/30/2020	Contract Number: 17-0606G Title: <u>Fire Equipment Parts-Supplies-Service</u> Effective Date: July 1, 2017
Contracting Officer: Amy Munday E-mail: <a href="mailto:amunday@lakecountyfl.gov">amunday@lakecountyfl.gov</a> Telephone Number: (352) 343-9389	Contractor Name and Address: Name: Municipal Emergency Services (MES) Address: 3789 62 <sup>nd</sup> Avenue North City: <u>Pinellas Park, FL 33781</u> ATTENTION: <u>Jamie Robinson, Regional VP</u>
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
<b>INSTRUCTIONS:</b> 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.	
<b>DESCRIPTION OF MODIFICATION:</b> Extend contract one (1) year - expiring June 30, 2021.	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: <u>Jamie Robinson</u> Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>2/3/2020</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: Contracting Officer Date: <u>2/3/20</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



## MODIFICATION OF CONTRACT

Modification Number: Four (4) Effective Date: 6/24/2019	Contract Number: 17-0606G Title: <u>Fire Equipment Parts-Supplies-Service</u> Effective Date: July 1, 2017
Contracting Officer: Amy Munday E-mail: <a href="mailto:amunday@lakecountyfl.gov">amunday@lakecountyfl.gov</a> Telephone Number: (352) 343-9389	Contractor Name and Address:  Name: Municipal Emergency Services (MES) Address: <u>3789 62nd Avenue, North</u> City: <u>Pinellas Park, FL 33781</u> ATTENTION: <u>Jamie Robinson, Regional VP</u>
Issued By: <div style="text-align: center;">             Procurement Services              Lake County Administration Building              315 W. Main St., Suite 441              Tavares, Florida 32778-7800           </div>	
<b>INSTRUCTIONS:</b> 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.	
<b>DESCRIPTION OF MODIFICATION:</b> <u>Contract modification to UPDATE and ADD TO the manufacturer listing. SEE ATTACHED:</u>	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: _____ Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>7/23/19</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: _____ Print Name: <u>Amy Munday</u> Title: <u>Contracting Officer</u> Date: <u>7-24-19</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



# MODIFICATION OF CONTRACT

1. Modification No.: 3 Effective Date: July 1, 2019	2. Contract No.: 17-0606G Effective Date: July 1, 2017
3. Contracting Officer: Amy Munday Telephone Number: (352) 343-9765	5. Contractor Name and Address: Municipal Emergency Services (MES) 3789 62 <sup>nd</sup> Ave. North Pinellas Park, FL 33781  Attn: Jaimie Robinson, Regional Vice President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
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.	
7. DESCRIPTION OF MODIFICATION: Contract modification to extend for one (1) year, expiring June 30, 2020.	
8. Contractor's Signature <b><u>REQUIRED</u></b> Name: <u>[Signature]</u> Title: <u>Regional Vice President</u> Date: <u>2/25/2019</u>	9. Lake County, Florida By: <u>[Signature]</u> Contracting Officer II <u>2-25-19</u> Date
10. Distribution:  Original - Bid No. 17-0606G Copies - Contractor Contracting Officer	

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](http://www.lakecountyfl.gov)

TIMOTHY I. SULLIVAN  
District 1

SEAN M. PARKS, AICP, QEP  
District 2

WENDY R. BREEDEN  
District 3

LESLIE CAMPIONE  
District 4

JOSH BLAKE  
District 5



MODIFICATION OF CONTRACT

1. Modification No.: 2 Effective Date: April 13, 2018	2. Contract No.: 17-0606G Effective Date: June 1, 2017
3. Contracting Officer: Amy Munday Telephone Number: (352) 343-9765	5. Contractor Name and Address: Municipal Emergency Services (MES) 3789 62 Ave. North Pinellas Park, Florida 33781  Attn: Jaime Robinson - Regional Vice President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-2800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, 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.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to reflect cost increase from Hurst: Hurst front: 15% and Labor \$60 to Hurst 5% and Labor \$85 Hurst Parts from: 15% and \$60 to Hurst 5% and Labor \$85. Hurst Service Per Set from: \$550 and labor \$60 to Hurst Service Per Set to: \$750 and Labor \$85.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Jaime Robinson</u> Title: <u>Regional VP</u> Date: <u>4/30/2018</u>	9. Lake County, Florida By: <u>Amy Munday</u> Contracting Officer II Date: <u>5/1/18</u>
10. Distribution:  Original - Bid No. 17-0606G Copies - Contractor Contracting Officer	

FINANCIAL & ADMINISTRATIVE SERVICES - DIVISION OF PROCUREMENT SERVICES  
P.O. BOX 2800 • 515 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9765 • F 352.343.6973  
Board of County Commissioners • www.lakecountypa.gov

TIMOTHY J. SULLIVAN  
Director I

SEAN M. PARKS, esq. *esq.*  
Director J

WENDY Z. BRIDGES  
Director I

LENN CAMPBELL  
Director I

JOHN BLAKE  
Director I

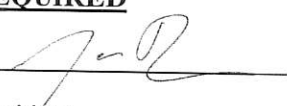
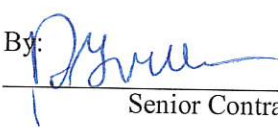
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# LAKE COUNTY FLORIDA

## MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: July 1, 2018	2. Contract No.: 17-0606G Effective Date: June 1, 2017
3. Contracting Officer: Donna Villinis, CPPB Telephone Number: (352) 343-9765	5. Contractor Name and Address: Municipal Emergency Services (MES) 3789 62 Ave. North Pinellas Park, Florida 33781  Attn: Jaime Robinson – Regional Vice President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form</u> to address shown in Block 4 within ten (10) days after receipt, 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.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to extend for one (1) year expiring June 30, 2019.	
8. Contractor's Signature <b><u>REQUIRED</u></b> Name: <u>Jamie Robinson</u>  Title: <u>Regional Vice president</u> Date: <u>1/30/2018</u>	9. Lake County, Florida By:  <u>Senior Contracting Officer</u> <u>1-31-18</u> Date
10. Distribution:  Original - Bid No. 17-0606G Copies - Contractor Contracting Officer	

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](http://www.lakecountyfl.gov)

TIMOTHY I. SULLIVAN  
District 1

SEAN M. PARKS, AICP, QEP  
District 2

WENDY R. BREEDEN  
District 3

LESLIE CAMPIONE  
District 4

JOSH BLAKE  
District 5





CONTRACT NO. 17-0606G

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 Emergency Services (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: [Signature]  
Senior Contracting Officer

Date: 3-21-2017  
4-4-17

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

Original



**MES - Florida**  
3789 62<sup>nd</sup> Ave N  
Pinellas Park, FL 33781  
Toll Free: 877-MES-FIRE  
Phone: 727-521-2135  
Fax: 727-525-1819

INVITATION TO BID (ITB)  
FIRE EQUIPMENT – PARTS – SUPPLIES – SERVICE  
ITB NUMBER 17-0606



Original



# LAKE COUNTY FLORIDA

## INVITATION TO BID (ITB)

### FIRE EQUIPMENT - PARTS - SUPPLIES - SERVICE

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

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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: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Contact Person: \_\_\_\_\_



## **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 BCC  
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](mailto: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 1.4: 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.



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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 1.10.1: 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 1.11.1: 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**

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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.



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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.

**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 contact vendors, or to acquire the items through a separate solicitation if it determines

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.

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 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the state Agency For Workforce Innovation by rule, whichever is higher.

**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 either 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 8109 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. Nondiscrimination
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 287.017 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 communication or inquiries, except for 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 requester'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 to, 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 alteration 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.

- 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 conditioned to modifications, changes, or revisions to 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 connection 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 submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or 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 item(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 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 submittal 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 tie 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 rectified 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 assures 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 regards 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 name 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 debar 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 as a further sanction 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

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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. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if 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 there from, 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.dos.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 Government law or regulation, acts of nature, acts or omissions of the other party, fires, 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, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to 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 price 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.

**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.lakecountyfl.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

<b>Part I:</b>
The bidder must list below the dates of issue for each addendum received in connection with this ITB:
Addendum #1, Dated: <u>November 22, 2016</u>
Addendum #2, Dated: <u>November 30, 2016</u>
Addendum #3, Dated: _____
Addendum #4, Dated: _____
<b>Part II:</b>
<input type="checkbox"/> No Addendum was received in connection with this ITB.

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

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**PRICING SECTION – GENERAL INFORMATION**  
(Submit discounts and hourly service rates in Attachment 2 “Pricing Form”)

1. Warehouse location:  
Address: 3789 62 Ave  
City/State/Zip: Pinellas Park Fl 33781  
Telephone/Fax: 727-521-2135 Fax 800-719-5871
2. Shop location:  
Address: 3789 62 Ave N  
City/State/Zip: Pinellas Park Fl 33781  
Telephone/Fax: 727-521-2135 Fax 800-719-5871
3. Website address for price lists/catalogs: www.mesfire.com
4. Standard Warranty: MfG suggested warranty
5. Lead time: Item specified
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 X No Charge for delivery/pickup: None
9. Does your firm have towing capabilities? Yes No No X  
Towing charges:
10. Will your firm accept Visa Purchasing Cards or E-Payable form of payment? Yes X No
11. Vendor contact for emergency and/or disaster service 24 hours/7 days per week:  
Name: Jamie Robinson  
Telephone: 727-521-2135 Cell: 727-686-0020
12. Exceptions to specifications:  
Yes\* No No None

**\* If yes, insert a separate sheet immediately following this page detailing exceptions.**



**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

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**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): Pinellas Park 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: Municipal Emergency Services (MES)  
Street Address: 3789 62 Ave North Pinellas Park FL 33781  
Mailing Address (if different): \_\_\_\_\_  
Telephone No.: 727-521-2135 Fax No.: 800-719-5871 E-mail: jrobinson@mesfire.com  
FEIN No. 65 - 1051374 Prompt Payment Terms: Net % 30 days, net \_\_\_\_\_  
Signature: [Signature] Date: 12/9/2016  
Print Name: Jamie Robinson Title: Regional Vice President

**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: [Signature] Date: 4-4-17  
Printed name: DONNA WILLIAMS Title: SENIOR CONTRACTING OFFICER

**THE FOLLOWING DOCUMENTS ARE ATTACHED:**

**Attachment 1: Reference Form**

**Attachment 2: Pricing Form**

**SECTION 5 – ATTACHMENTS**

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**ATTACHMENT 1 - REFERENCES**

Agency	St Pete Fire Rescue
Address	400 Martin Luther King Blvd
City,State,ZIP	St Pete Florida 33781
Contact Person	Chief Bob Basset
Telephone	727-893-7664
Date(s) of Service	
Type of Service	Fire EMS
Comments:	

Agency	Hillsborough County Fire Rescue
Address	2709 E Hanna Ave
City,State,ZIP	Tampa Fl 33610
Contact Person	Chief Jason Dougherty
Telephone	813-272-6600
Date(s) of Service	
Type of Service	Fire Rescue and EMS
Comments:	

Agency	Martin County Fire Rescue
Address	951 SE Runhke
City,State,ZIP	Stuart Fl 34994
Contact Person	Chief William Schobal
Telephone	772-221-2350
Date(s) of Service	
Type of Service	Fire EMS
Comments:	

## 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	15%	N/A	No
ABLE 2 SHO ME	10%	N/A	No
ACTION	25%	\$50	No
AH STOCK	10%	\$37	No
AIM	No bid		
AJAX	10%	\$34	Min order \$50
AKRON BRASS	20%	\$60	Yes
ALL AMERICAN FIRE HOSE	No bid		
ALLEN SYSTEMS	No bid		
ALCOLITE (SAM CARBIS)	10%	\$40	No
AMEREX	Net plus 20%	\$42.50	Yes
AMERICAN FIREWEAR	15%	\$30	Yes
AMERICAN LAFRANCE	No bid		
ANGUS	20%	\$48	Yes
ANSUL FOAMS	15%	\$35	Yes
APPLECROFT	No bid		
B & B ENTERPRISES	15%	N/A	No
BIO SYSTEMS	No bid		
BLACKINTON BADGES	10%	\$16	No
BOUTON CO	No bid		
BULLARD – HELMETS	20%	\$32.50	Yes
BULLARD – OTHER	10%	32.50	Yes

CALIFORNIA MOUNTAIN	No bid		
CARNS & BROTHER	No bid		
CAST PRODUCTS	No bid		
CHARKATE	No bid		
CHUBB (FOAM)	No bid		
CHURCHVILLE	No bid		
CIRCUL AIR	List	\$23	No
CODE 3	20%	\$58	No
COLLIN AXES	No bid		
COLLINS DYNAMICS (ROM CORP)	22%	\$51.50	No
COUNCIL TOOLS	20%	\$44	No
CUTTERS EDGE	No bid (See Eastern Fire)		
CW NEILSEN	No bid		
DARLEY & CO	No bid		
DAVID CLARK	No bid		
DB SMITH INDIAN TANKS	No bid		
DICKE TOOL	15%	\$44	No
DRAEGER ENGINEERED SOLUTIONS	No bid		
DREXEL	No bid		
DUO SAFETY	No bid		
EDISON	20%	\$22	No
EDWARDS AND CROMWELL	10%	\$46	No
EDWARDS MFG	10%	\$22.50	No
ELKHART BRASS	20%	\$36	Yes
ETI EMERGENCY TECHNOLOGY	No bid		
EXTENDA LITE (AKRON)	No bid		
FEDERAL SIGNAL CORP	20%	\$35	No
FIRE HOOKS UNLIMITED	List	\$25	Yes

FIREDEX	10%	\$42.50	Yes
FIRE POWER	No bid		
FIREQUIP	No bid		
FLAMEFIGHTER	20%	\$41.50	No
FOL-DA-TANK	20%	\$36	No
GEMTOR	20%	\$28	Min order \$75
GLASSMASTER WEHR	15%	\$22	No
GLOBE	No bid		
GLOVE CORP	No bid		
GORMAN RUPP PUMPS	No bid		
HALE FIRE PUMPS	List	\$45	No
HANNAY REELS	10%	\$30	No
HARRINGTON	25%	\$22	No
HAZARD CONTROL	No bid		
HEBERT	List	\$55	No
HOLMATRO	No bid		
HONEYWELL – PPE	10%	\$45	No
HONEYWELL HELMETS & PARTS	10%	\$37	Yes
HONEYWELL PRO WARRINGTON	10%	\$40	Yes
HUMAT	List	\$20	No
HUSKY	25%	\$45	No
HYDRA SHIELD	12%	\$31	No
IMPERIAL HOSE	No bid		
IOWA AMERICAN	No bid		
JANESVILLE	No bid		
JUSTRITE	20%	\$22	No
JV MFG	No bid		
KAPPLER	List	\$35	No



KENDALL PRODUCTS	No bid		
KOCHEK	25%	\$20	Yes
KOEHLER MFG CO	20%	\$25	Yes
KUSSMAUL	10%	\$55	No
LACROSSE BOOTS	No bid		
LIFE LINERS	No bid		
LIONS UNIFORMS	10%	\$35	No
LOUIS PRYER	No bid		
LOWELL	No bid		
MAG INSTRUMENTS	10%	\$35	No
MANN AXE	No bid		
MARS SIGNAL LIGHT	No bid		
MC PRODUCTS	No bid		
MORAN (FLASH)	No bid		
MORNING PRIDE	10%	\$45	No
MSA	No bid		
NATALE (CIRCLE D)	15%	\$35	No
NORTH AMERICAN FIRE HOSE	List	\$30	No
NOVA	No bid		
NUPLA	15%	\$35	No
PACIFIC REFLEX	15%	\$40	No
PARATECH	No bid		
PARTNER	No bid		
PAUL CONWAY SHIELDS	10%	\$5	No
PELICAN	List plus 10%	\$50	Yes
PETZL	20%	\$38	Yes
PGI PROTEXALL	5%	\$40	No
PHOENIX	No bid		
PIERCE	No bid		

PIGEON MOUNTAIN INDUSTRIES	10%	\$25	No
PLANO	No bid		
R & B FABRICATORS	10%	\$35	No
RANGER RUBBER	15%	\$25	No
RAWHIDE FIREHOSE	No bid		
REDHEAD BRASS	No bid		
REFLEXITE	No bid		
RICE HYDRO CO	10%	\$65	No
SCBAS	15%	\$55	No
SCOTT AVIATION	No bid		
SECURITEX	No bid		
SENSIBLE MOUNTS	15%	\$55	No
SERVUS BOOTS	No bid		
SHELBY WOLVERINE	List	\$50	No
SNAPTITE	No bid		
SNORKEL	No bid		
SOUTH PARK	20%	\$45	No
SIGNAL VEHICLE PRODUCTS	No bid		
CLASS ONE (SPAN INSTRUMENTS)	No bid		
SPUMIFER	No bid		
STERLING ROPE	15%	\$22	Yes
SUPERVAC	5%	\$45	No
TNT TOOLS	10%	\$55	No
TASK FORCE TIPS (TFT)	5%	\$45	Yes
THOROGOOD/WEINBRENNER/LION BOOTS	15%	\$37	No
SUPERIOR PNEUMATIC	No bid		
TASKMASTER	No bid		
TEAM EQUIPMENT	List	N/A	No

TELELITE	5%	\$55	No
TEMPEST FANS	10%	\$37	No
TEMPEST FANS – VS series batteries and accessories	List plus 5%	\$37	No
TOMAR	No bid		
TOPPS	List plus 10%	\$35	No
TURTLE PLASTICS	List	\$35	No
UNDERWATER KINETICS	List	\$35	No
UNITY LIGHTS	No bid		
VANNER	No bid		
VERIDIAN - PPE	25%	\$35	Yes
VERTX	No bid		
VETTER	List	\$70	No
WATEROUS	List	\$45	No
WELDON	25%	\$33	No
WHELEN ENGINEERING	15%	\$45	No
WILL BURT	No bid		
WINCO GENERATORS	No bid		
WINDSOL	No bid		
WILLIAMS FOAM	List	N/A	No
WORDEN	No bid		
ZEPHYR	List	\$35	No
ZIMATIC / ZICO	List	\$35	Yes
<b>OTHER BRANDS NOT LISTED:</b>			
5.11	20%	N/A	Yes
Anchor Industries (Fire Shelters)	10%	\$25	No
Avon Manufacturing	5%	\$45	No
Black Diamond	15%	\$25	Yes
Boston Leather	20%	\$22.50	Yes
CET Pumps	15%	\$40	No

Chemguard	10%	N/A	Yes
CMC Rescue	10%	\$50	Yes
CrewBoss	20%	\$25	Yes
Decon Systems (Saunaray)	List	\$70	No
Diamond Wipes (Hero Wipes)	5%	N/A	Yes
Dragonfire (J Scott Solutions)	20%	\$27	Yes
DuPont	5%	\$60	No
Eastern Fire Equipment Services	5%	\$95	No
Elbeco	10%	\$20	Yes
Energizer	10%	N/A	Yes
Ergodyne	20%	\$30	Yes
ESS	20%	\$22	Yes
Euramco (Ram Fan)	15%	\$55	Yes
EVAC Systems	5%	\$50	No
Fire Innovations	10%	N/A	No
Fire Research (FRC)	15%	N/A	No
Fire Soaps	5%	\$N/A	No
Diamond Wipes (Fire Wipes)	5%	N/A	Yes
Firecom	5%	\$50	No
FireCraft Gas Detecion (Sensit)	5%	\$105	No
FireCraft Gloves	10%	\$35	Yes
First Tactical	10%	N/A	No
FSI North America	List	\$85	No
FoxFire	10%	\$40	No
FoxFury	10%	\$40	No
Fresh Gear	5%	N/A	Yes
Grace Industries	List	\$45	No
Groves / Red Rack	List	\$70	No

Hale	5%	\$65	No
Hammerhead (Gear Keeper)	15%	\$12	Yes
Hero's Pride	5%	N/A	No
HexArmor	15%	N/A	Yes
Homeland 6 (H6 Tactical)	10%	\$25	No
Honeywell Analytics	List plus 5%	\$95	No
Hot Shields	5%	\$20.50	No
Hurst	5%	\$100	Yes
Hurst ED/EWXT Service – per tool	\$200.00	\$100 non-warranty repairs	Yes
Hurst HP Service – per set	\$780.00	\$100 non-warranty repairs	Yes
Hurst LP Service – per set	\$855.00	\$100 non-warranty repairs	Yes
Industrial Scientific – monitors	10%	\$105	Yes
Industrial Scientific – accessories	List	\$105	No
Kroll	10%	\$33	No
Lakeland	10%	\$25	No
Leader Fans	10%	\$65	No
Leatherhead Tools	20%	\$25	Yes
Lightning X	10%	\$15.50	No
Little Giant	5%	N/A	No
Majestic Hoods	20%	\$20	Yes
Majestic Hoods – GORE	List	\$20	Yes
Matex	15%	\$30	No
Mustang Survival	10%	\$55	No
National Foam	10%	N/A	Yes
National River Supply (NRS)	10%	\$60	No
OHD	List	\$85	No
Pacific Helmets	5%	\$63	No
Performance Advantage Company (PAC)	10%	\$26	No
Plastix Plus	5%	\$30	Yes

PMI Rope	10%	N/A	No
Point Blank	Per NASPO	\$55	No
Protective Industrial Products (PIP)	10%	\$55	No
Radians	10%	\$40	No
RAE Systems	5%	\$70	No
Redback Boots	20%	\$24	Yes
Rescue 42	5%	\$63	Yes
Ringers	List	\$50	Yes
RIT Safety Solutions	10%	\$38	No
Rock N Rescue	10%	N/A	No
Savox	List	\$100	No
Scott Safety – compressors and parts	5%	\$105	No
Scott Safety – gas detection	5%	\$90	Yes
Scott Safety – SCBA and parts	15%	\$85	Yes
Scott Safety – SCBA flow test – per SCBA	\$45.00	N/A	Yes
Scott Safety/ISG – Thermal Imagers	5%	\$115	Yes
Scott Safety/ISG – Thermal Imager parts	List	\$115	Yes
Scott/3M Fit testing – per mask	\$35.00	N/A	Yes
Scott Safety – cylinder hydro testing	\$35.00	N/A	Yes
Scotty Firefighter	15%	\$60	No
Seek Thermal	5%	\$45	Yes
Shelby	List	\$50	No
Silent Partners	List	N/A	Yes
Simulaids	5%	\$60	No
SM Smith	5%	\$35	No
StatPacks	10%	\$25	No
Steck	10%	N/A	No
Streamlight	15%	\$55	Yes
Target Solutions	List	N/A	Yes

Task Force Tips – Blitzforce series	List	\$45	No
Tru-Spec	10%	N/A	Yes
True North (Dragon Fire)	10%	\$30	No whe
Tyco	10%	\$35	Yes
UltraTec	15%	N/A	No
Veridian – gloves, hoods, accessories	10%	\$35	Yes
Warthog	5%	N/A	No
Workrite	10%	\$30	Yes
Yates	5%	\$37	No





# CERTIFICATE OF LIABILITY INSURANCE

12/29/2016

DATE (MM/DD/YYYY)

12/8/2016

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 have ADDITIONAL INSURED provisions or 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 Lockton Companies  
195 Scott Swamp Road, Suite 201  
Farmington CT 06032  
860-678-4000

CONTACT  
NAME:  
PHONE  
(A/C, No, Ext):  
E-MAIL  
ADDRESS:

FAX  
(A/C, No):

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty Co of America

25674

INSURER B: The Travelers Indemnity Co of America

25666

INSURER C: Navigators Insurance Company

42307

INSURER D:

INSURER E:

INSURER F:

INSURED  
1372711 Municipal Emergency Services, Inc.  
P.O. Box 656  
Southbury CT 06488

## COVERAGES

CERTIFICATE NUMBER: 14415813

REVISION NUMBER: XXXXXXXX

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	630-3639A484-TIL	12/29/2015	12/29/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	810-3639A515-TIA	12/29/2015	12/29/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	NY15UMR800442IV	12/29/2015	12/29/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	UB-3639A484-15	12/29/2015	12/29/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Bid #ITB 17-0606; Lake County, A Political Subdivision of the State of Florida, and the Board of County Commissioners, its officers, officials, and employees are included as Additional Insured on the General Liability as required by written contract.

## CERTIFICATE HOLDER

14415813  
Lake County  
A Political Subdivision of the State of Florida,  
and the Board of County Commissioners  
P.O. Box 7800  
Tavares FL 32778-7800

## 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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**MES - Florida**

**3789 62<sup>nd</sup> Ave N**

**Pinellas Park, FL 33781**

**Toll Free: 877-MES-FIRE**

**Phone: 727-521-2135**

**Fax: 727-525-1819**

**INVITATION TO BID (ITB)**

**FIRE EQUIPMENT – PARTS – SUPPLIES – SERVICE**

**ITB NUMBER 17-0606**



# CERTIFICATE OF LIABILITY INSURANCE

12/29/2016

DATE (MM/DD/YYYY)

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PRODUCER Lockton Companies  
195 Scott Swamp Road, Suite 201  
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860-678-4000

CONTACT  
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Bid #ITB 17-0606; Lake County, A Political Subdivision of the State of Florida, and the Board of County Commissioners, it's officers, officials, and employees are included as Additional Insured on the General Liability as required by written contract.

## CERTIFICATE HOLDER

14415813  
Lake County  
A Political Subdivision of the State of Florida,  
and the Board of County Commissioners  
P.O. Box 7800  
Tavares FL 32778-7800

## 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

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**MUNICIPAL EMERGENCY SERVICES INC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
☐ Individual/sole proprietor or single-member LLC  
☒ C Corporation  
☐ S Corporation  
☐ Partnership  
☐ Trust/estate  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
☐ Other (see Instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any)  
Exemption from FATCA reporting code (if any)  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)  
**3789 62 ND AVENUE NORTH**

6 City, state, and ZIP code  
**PINELLAS PARK, FL 33781**

7 List account number(s) here (optional)

**note: REMIT TO ADDRESS IS PO BOX 601961 CHARLOTTE, NC 28260-1961**

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

or

Employer identification number									
6	5	-	1	0	5	1	3	7	4

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign  
Here

Signature of  
U.S. person ▶

*Barbara J. Murphy*

Date ▶

1/13/16

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**MUNICIPAL EMERGENCY SERVICES INC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC  
☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate  
☐ Limited liability company. Enter the tax classification (C=S corporation, P=partnership) ▶  
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

**SUITE 3135 75 REMITTANCE DRIVE**

6 City, state, and ZIP code

**CHICAGO, IL 60675-3135**

Requester's name and address (optional)

7 List account number(s) here (optional)

**LOCKBOX ADDRESS**

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

OR

Employer identification number

6 5 - 1 0 5 1 3 7 4

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign  
Here

Signature of  
U.S. person ▶

*Barbara J. Thompson*

Date ▶ *1/14/16*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we released it) is at [www.irs.gov/ir9](http://www.irs.gov/ir9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**Municipal Emergency Services, Inc.**

Date issued: August 1<sup>st</sup> 2001

Supersedes issue of:

**1. INTENT**

Tyco International Ltd. and its subsidiaries, affiliates and units (collectively, "Tyco" or the "Company") strive to maintain a safe, healthy, and productive work environment. To that end, Tyco prohibits the use, consumption, sale, distribution and possession of alcohol and non-prescription drugs in the workplace.

**2. RESPONSIBILITY FOR IMPLEMENTATION**

Management at each Tyco unit and division is responsible for the implementation of and compliance with this Policy and all applicable laws and regulations. Management shall provide leadership regarding this Policy and shall make employees aware of the Policy and the Company's commitment to a drug-free and alcohol-free work environment. Tyco's Corporate Human Resources Department will provide guidance and assistance to Tyco's units in fulfilling the intent of this Policy.

**3. SCOPE**

This Policy applies to all Tyco units and divisions worldwide, except where compliance with this Policy would cause a unit or division to violate any law in any jurisdiction where it is located. This Policy applies to all employees of the Company as well as the Company's agents, consultants, guests, customers, vendors, and other non-employees including job applicants.

**4. APPLICATION**

1. Tyco prohibits the use, consumption, sale, distribution, and possession of illegal narcotics, drugs, and other controlled substances (collectively, "illegal drugs") on Company property and work sites and in Company-supplied vehicles (collectively "Company Premises"), whether during working or non-working hours. This prohibition does not apply to the lawful possession of prescription medication for medical treatment.
2. Tyco prohibits the use, consumption, sale, distribution and possession of alcohol on Company Premises, whether during working or non-working hours, except as specifically authorized by senior Tyco management for Company-related functions or social events.
3. Tyco does not permit any activity, including alcohol consumption or abuse of prescription drugs, that may impair an employee's ability to function or jeopardize the employee's performance, workplace safety, or product or service quality.
4. Off-the-job illegal drug use or alcohol use that could adversely affect an employee's job performance or jeopardize the safety of the employee, other employees, the

public, or the Company property is cause for disciplinary action up to and including discharge.

5. In implementation and enforcing the Policy, the Company may take one or more of the following actions, subject to local law:
  - Conduct alcohol and other drug screening tests both prior to and during employment;
  - Inspect the person and property of employees and non-employees doing business with the Company;
  - Require an employee who receives a drug-related criminal conviction to report the conviction to the Company within 5 days after such conviction;
  - Take appropriate disciplinary actions, up to and including discharge, against employees convicted of a drug-related offense;
  - Cooperate with outside law enforcement agencies; and
  - Take other actions deemed necessary and appropriate by the Company in furtherance of this Policy.
6. Any non-employee who, in the sole opinion of the Company, violates this Policy may be barred from Company Premises.
7. The Company considers drug addiction and alcoholism to be treatable diseases. Accordingly, individuals with substance abuse problems are urged to seek assistance and the Company is committed to providing assistance to the extend possible. This Policy, however, in no way compromises the Company's right to discipline and/or terminate an employee who tests positive for drugs or alcohol. If you have questions about substance abuse assistance, please contact your local human resources representative.
8. Violations of this Policy will be considered to be gross and willful misconduct and will result in disciplinary action, up to and including discharge.

## **5. POSTING REQUIREMENTS**

This Policy must be posted in a conspicuous place where notices to employees and applicants are generally posted.



**Please post the preceding pages (1-2) of this Policy in a conspicuous place where notices to employees and applicants are generally posted.**

**Supporting documents**

- Exhibit A      Drug/Alcohol Testing Guidelines (applicable in the U.S.)  
**(For management use)**
- Exhibit B      Drug and Alcohol Policy for Commercial Motor Vehicle Drivers  
**("Administrator's Copy" is for management use only. "Driver's Copy" is to be distributed to all drivers of commercial motor vehicles in the U.S.)**
- Exhibit C      Employee Consent to Drug and/or Alcohol Testing  
**(For management use)**
- Exhibit D      State-By-State Drug and Alcohol Testing Guidelines  
**(For management use. Tyco units in the U.S. should consult the applicable state guidelines for requirements under local law.)**

**Municipal Emergency Services, Inc.  
Affirmative Action Plan**

**Programmatic Activities and/or Goals**

**1. Recruitment/Advertising**

All employment advertisings will include a statement that our company is an Equal Opportunity Employer.

Specific affirmative action in the areas of recruitment and hiring in terms of the employment of minority individuals and minority businesses will be taken to insure equal employment opportunity and shall include but not be limited to the following:

- a. When vacancies occur, Municipal Emergency Services, Inc. will advertise utilizing minority media or minority published newspapers, where available, that have greater minority readership, using the term "Equal Opportunity/Affirmative Action Employer" in all such employment opportunities.
- b. With respect to use of part-time college students and/or co-ops, efforts are currently made to include minority candidates in the interview/hiring process.
- c. Municipal Emergency Services, Inc. will refer to its Affirmative Action Policy Statement on its employment application to reaffirm its commitment to equal employment opportunity.

Our Company's Equal Employment Opportunity Policy will be displayed in any job applicant waiting areas and other areas where applicants seek or await employment interviews.

Municipal Emergency Services, Inc. will consider minority applicants for vacancies in all job classifications in conjunction with its established AAP policy, including advancement and promotion from within on the basis of individual qualifications, potential and job performance.

## **2. Hiring Procedures**

All positions will be filled without regard to race, color, religion, sex, or national origin.

Municipal Emergency Services, Inc. currently utilizes its best efforts to hire qualified minority applicants for employment when vacancies occur. Municipal Emergency Services, Inc. maintains a policy of equal opportunity in employment which is communicated to all levels of management and consultation for hiring purposes.

Testing is currently the same for everyone and limited to the precise job skills required.

Qualified minority applicants are currently given consideration possible during the process.

## **3. Promotion Procedures**

Municipal Emergency Services, Inc. will afford promotions and advancement opportunities to all qualified minority employees through the following affirmative actions:

- Communicate policy of promotion from within of qualified employees to Minorities when such advancement opportunities occur, and during performance reviews.
- Post promotional opportunities in a conspicuous place for all employees' awareness.

- Brief supervisors at all levels of management of company's AAP promotion policy and its intent to insure utilization of qualified minority personnel at all job levels.

- Review objectively all qualifications of all candidates including minorities for promotion from within.

- Transfers will be fairly considered upon request or as deemed necessary by company discretion for advancement or better operations.

- Promotion will be based on factors such as job skills, performance, aptitude and attitude, potential, seniority, etc.

#### **4. Training Procedures**

All training and development programs within the company will be reviewed periodically and made available to all employees including minorities.

Employees are currently trained by experienced employees under full working conditions under the supervision of a management employee.

#### **5. Publicity**

##### **External**

a. In the development of company catalogs and press releases, an Affirmative Action statement will be included with the printed material.

b. Where pictures of the staff are included in external publicity material, minority employees, as well as other minorities, will be included.

##### **Internal**

a. Development of new procedures, policies, and other administrative internal publications will include a statement of Affirmative Action, and in particular, place special emphasis on the recruitment and utilization of minority employees.

## **6. Grievance Procedures**

It is the policy of Municipal Emergency Services, Inc. to provide a non-discriminating procedure for every employee to express a complaint or personnel concern about his or her employment or benefits that are administered and implemented by the company.

In the event of such an occurrence, the following procedure is suggested for resolution:

1. Employees are encouraged to report any grievance to the immediate supervisor.
2. If the result of (1) above is not satisfactory to the employee, his or her supervisor will schedule a meeting with him or her before the Affirmative Action Program Officer, who will listen and respond to each complaint in a fair and non-discriminating manner.
3. Should the above verbal processes not suffice, the Affirmative Action Officer will assist the grieved employee, to direct a letter to the company's President, asking for consideration of his or her grievance. Any such letters will be answered in a timely manner.

The company's PRESIDENT will be responsible for changing any policy or procedure which in any way has caused discrimination.

Retaliation is prohibited. No harm or retaliation against any employee filing a grievance will be tolerated. All employees may seek assistance from the Affirmative Action Officer at any time.

## **7. Program Reporting and Monitoring**

The affirmative action plan, along with all employment and other related statistical and/or records, is available for review during normal working hours. These records are located at [www.mymesportal.com](http://www.mymesportal.com)

A periodic reporting and auditing system has been established internally for the purpose of measuring EEO progress and for updating the affirmative action plan annually.

## PROCUREMENT POLICY

It is the policy of MUNICIPAL EMERGENCY SERVICES, INC. and all of subsidiaries and affiliates to afford equal opportunity to all vendors and suppliers of material to firms providing goods and services to shall not be discriminated against based on the owner's race, age, sex, religion, disability, color, national origin, or status as a veteran.

MUNICIPAL EMERGENCY SERVICES, INC. Inc. will:

1. Solicit bids from all qualified firms, regardless of ownership.
2. Evaluate all bids so as to further the principles of non-discrimination and equal opportunity.
3. Ensure that final purchases are in accordance with the principles of equal opportunity.
4. Ensure that all procurement actions such as repeat purchases, extensions, change orders, acceptance policy, etc., will be administered without regard to race, age, sex, religion, status as a veteran or national origin.

I firmly endorse and support our EQUAL OPPORTUNITY PROGRAM and have established an AFFIRMATIVE ACTION PROGRAM to ensure our continued commitment. I am confident that all subsidiaries and affiliates will provide their full support, cooperation and effort to ensure the committed successful achievement of this program.

  
PRESIDENT

4/15/2004  
Date



7 Poverty Road  
85H Bennett Square  
Southbury, CT 06488  
203-304-4104 Phone  
800-440-3459 Fax

## **EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION POLICY**

It is the policy of Municipal Emergency Services, Inc. to employ qualified persons of the greatest ability without discrimination against any employee or applicant for employment because of race, religion, color, sex, physical or mental disability, national origin, age, status as a disabled veteran, veteran of the Vietnam era, other covered veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, or any other protected group status as defined by law and further, to take affirmative action to employ and advance in employment qualified minorities, women, disabled individuals, disabled veterans, veterans of the Vietnam era, and other covered veterans. I wish to reaffirm and reemphasize that this policy applies throughout the Company.

To implement this policy, Municipal Emergency Services, Inc. has established Affirmative Action Programs by which we undertake that:

1. We will recruit, hire, train and promote qualified persons in all job titles, without regard to race, religion, color, sex, physical or mental disability, national origin, age, covered veterans' status, or any other protected group status as defined by law;
2. We will base decisions on employment so as to further the principle of equal employment opportunity;
3. We will insure that employment decisions are in accord with principles of equal employment opportunity by imposing and valid job requirements;
4. We will insure that all personnel action such as compensation, benefits, transfers, promotions, layoffs, company-sponsored training, education tuition assistance, social and recreational programs, will be administered without regard to race, religion, color, sex, disability, national origin, age, covered veterans' status or any other protected group status as defined by law.

Overall responsibility for the implementation of this policy is delegated to Ms. Ellen Cavanaugh, Employee Welfare Manager, who is hereby designated as the EEO Coordinator.

Thomas X. Hubregsen,  
President  
January 1, 2014

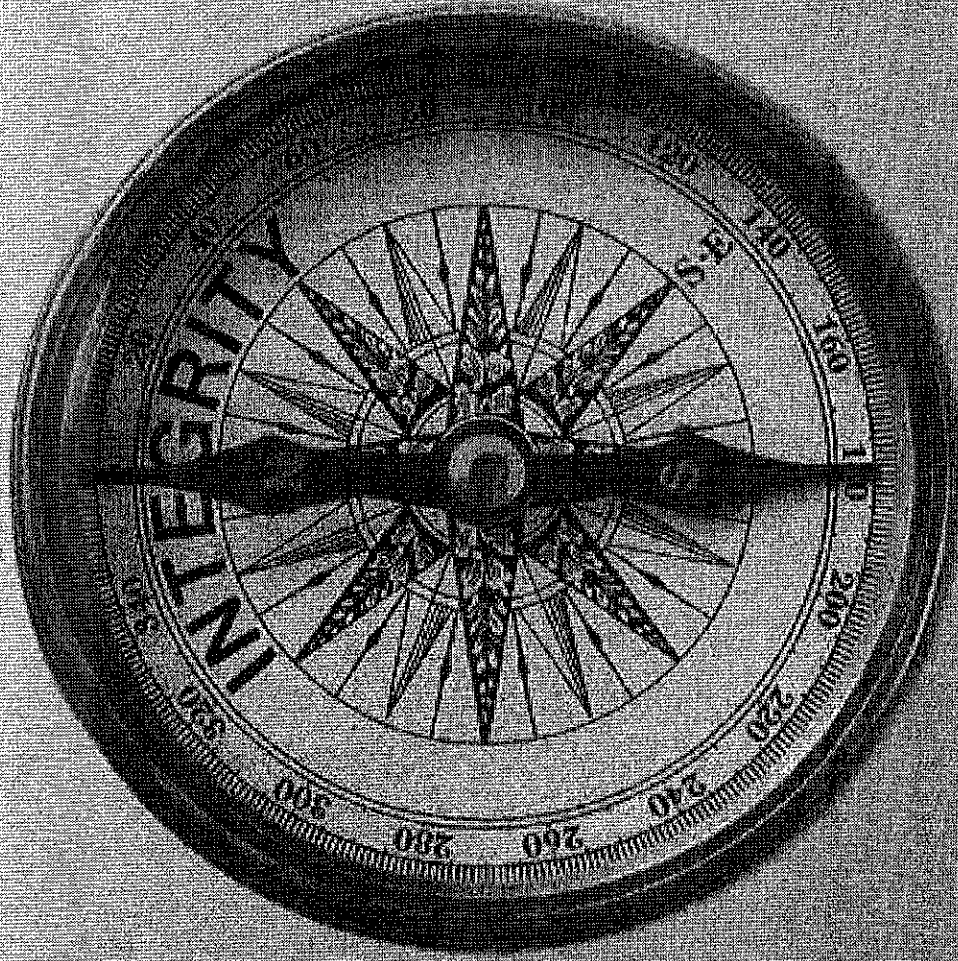




**LAWMEN**  
SUPPLY COMPANY

# INTEGRITY POLICY & CODE OF CONDUCT





If it is not right do not do it.

If it is not true do not say it.

- *Marcus Aurelius*

# WHO THESE POLICIES APPLY TO

*The Code of Conduct* must be followed by anyone who works for or represents Municipal Emergency Services, Inc. (MES) or Lawmen Supply Company. This policy will refer to MES and Lawmen Supply Company as the "Company"

## **THIS INCLUDES:**

- **MES/LSC directors, officers and employees.**
- **Subsidiaries and controlled affiliates.** Entities in which MES owns more than 50 percent of voting rights, or which MES has the right to control, are required to adopt and follow the Company compliance policies.

**MES/LSC employees working with third parties such as consultants, agents, sales representatives, distributors and independent contractors must:**

- Require these parties to agree to comply with relevant aspects of the Company's compliance policies.
- Provide these parties with education and information about policy requirements.
- Take action, up to and including terminating a contract, after learning that a third party failed to abide by the Company compliance policies.



## STATEMENT OF INTEGRITY

The value of the Company is built on the trust our customers have in our people, our services and on our ability to properly manage each business transaction. The most important thing we have is our reputation for high standards and integrity in everything that we do for our customers. Integrity is the rock upon which our success must be built. Customers and suppliers must know that the Company will always conduct business in a forthright and honest manner. A single lapse of integrity can damage the reputation of the company not only locally, but in every market we serve. Our commitment to integrity will determine our future and is the cornerstone of our ability to be excellent competitors.

*I ask every employee of the Company. to commit to the following code of conduct:*

- Obey all laws and regulations governing our business conduct
- Avoid all conflicts of interest between your work and your personal affairs
- Be honest, fair and trustworthy in all of your customer and supplier relationships
- Embrace an atmosphere of equal opportunity where everyone is welcome in the MES family
- Create a safe workplace and ensure we protect the environment
- Through leadership at all levels, sustain a culture where ethical conduct is recognized, valued and exemplified by all employees

Guiding our ethical commitment is a set of policies on key integrity issues. All Company employees will be expected to understand and comply with these policies. Not only both to the letter of the policy, but also to comply with the spirit that drives the need for these policies. It is every employee's duty to ensure we all comply with these policies. *"Making the numbers", "my boss told me to", a competitive situation or the loss of a customer* is never more important than integrity.

It is every employee's duty to notify management if they believe we are violating our own policies or standards for integrity. If your manager is the person violating the policy it is incumbent on the employee to notify the President or an Officer of the Company. Regardless of whom you report a concern to; it is the duty of the leadership team to treat your concern with prompt care and respect.

Strategically there is nothing more important to this company than our commitment to integrity. Anyone at the Company who acts without integrity endangers the reputation of the company, our suppliers and our ability to provide for our families. Integrity is a commitment we must all share together.



Tom Hubregsen  
President



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# THE CODE OF CONDUCT

01

Be trustworthy, fair and honest in all of your Company related interactions and activities.

---

02

Adhere to the laws and regulations governing our business.

---

03

Abide dutifully to the Company Integrity Policy and Code of Conduct and promptly report any concerns you have about compliance with the Code of Conduct, law or any Company policy.

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04

Strive to steer the Company in as competitive a way as possible — with integrity, accountability and in compliance with all applicable laws and our policies.

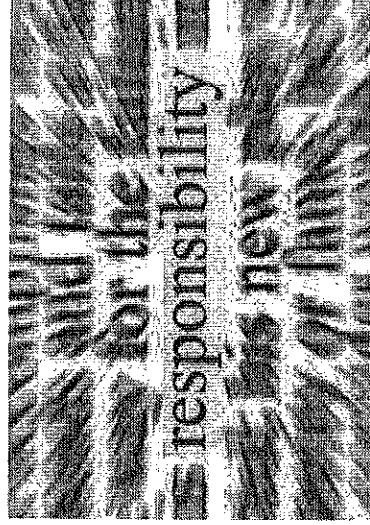
# YOUR DUTIES AS COMPANY EMPLOYEES

## BE KNOWLEDGEABLE

Have full knowledge of the *Company Code of Conduct* policies.

Know the details of the *Company Code of Conduct* that is relevant to your individual job responsibilities.

Learn about your detailed business and regional policies and procedures and understand how to apply them to your job.



## BE AWARE

Stay attuned to developments in your area or industry that might impact the Company's compliance with laws and regulations or reputation in the marketplace.

Understand the Company may review, audit, monitor, intercept, access and disclose information processed or stored on Company equipment and technology, or on personally-owned devices with Company network access.

## BE COMMITTED

Promptly raise any concerns about potential violations of law or Company policy.

Cooperate fully and honestly in Company investigations related to integrity concerns.

## THE COST OF NONCOMPLIANCE

Employees and leaders who do not fulfill their integrity responsibilities face disciplinary action up to and including the termination of their employment. The following examples of conduct can result in disciplinary action.

### EXAMPLES

Violating law or Company policy or requesting that others do the same.

Retaliating against another employee for reporting an integrity concern.

Failing to promptly report a known or suspected violation of the Company's integrity policies.

Failing to fully and honestly cooperate in Company investigations of possible policy violations.

Failing as a leader to diligently ensure compliance with the Company's integrity principles, policies and law.



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# YOUR DUTIES AS COMPANY LEADERS

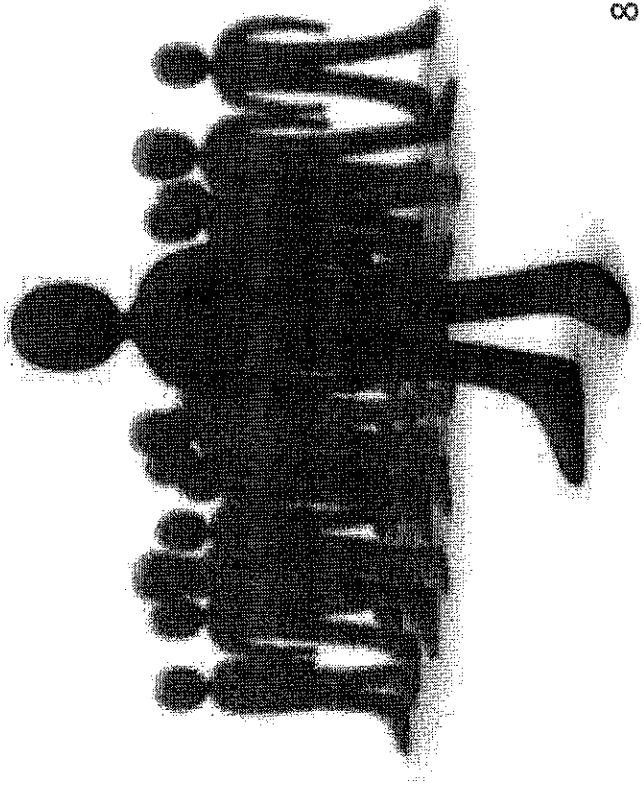
The Company holds its leaders accountable for creating a culture of compliance in which employees understand their responsibilities and feel comfortable raising concerns without fear of retaliation. Leaders' responsibilities span prevention, detection and response to compliance issues.

**Personally set the bar for integrity** through actions not just words.

**Ensure employees realize** that business results are never more important than ethical conduct and compliance with the Company's policies.

**Provide an environment** in which every employee can comfortably raise concerns.

**Communicate the importance of compliance** at every appropriate opportunity.



# HOW TO REPORT A CONCERN OR VIOLATION

It is critical that every employee read and understand these policies. If one of us fails to follow these policies it can impact all of us. We must ensure each and every Company employee acknowledges their understanding and acceptance of these policies. Please read these policies carefully, discuss anything you are uncomfortable with or do not fully understand with your manager and then visit the following website to acknowledge your acceptance of these policies:

**[Mymesportal.com](http://Mymesportal.com)**

**To express a concern or to report a violation:  
Contact your Manager or  
via email: [ombudsman@mesfire.com](mailto:ombudsman@mesfire.com)**

## **CORPORATE HEADQUARTERS**

7 Poverty Road  
85H Bennett Square  
Southbury, CT 06488 203-364-0620

# WORKING WITH CUSTOMERS

## OUR POLICY

All Company employees will use ethical practices when selling goods and services to our customers. This policy sets forth practices that must be followed relating to entertainment, political contributions and payments when dealing with our customers. The Company will not tolerate or involve itself in any business practice that does not conform with these practices.

## YOUR ROLE

- Never make a direct or indirect offer to any customer to influence or reward an action
- Specifically includes any payment or offer that would constitute either a bribe or kick back
- In all cases, a business courtesy, such as a gift, contribution or entertainment, should never be offered under circumstances that might create the appearance of an impropriety.
- Obey the laws of local, state and the federal government in areas related to this policy
- Political contributions by the Company to local, state or U.S. federal candidates may be regulated by US or state law
- Any political contributions to any candidate using Company funds must be approved in writing by the President of Municipal Emergency Services, Inc.
- You may provide gifts or entertainment to customers provided:
  - It is permitted by law
  - It is permitted by the policies and practices of the customer entity
  - It is within the guidelines of the Company Employee Policy regarding Travel and Entertainment
- Seek the advice of management or the Vice President of Sales in any area of concern in appropriate application of this policy with any MES customer

## PROMPTLY REPORT

- Any concerns you might have regarding a Company breach of ethical business practices.
- A request by a Company employee or a competitor to take action that might violate our standards for ethical business practices
- Concerns others may have expressed to you regarding possible Company violation(s) of our standards for ethical business practices

# SUPPLIER RELATIONSHIPS

## OUR POLICY

Company relationships with our suppliers will be fair, lawful and efficient. The quality of our supplier relationships has a strategic impact on our customers and our ability to effectively serve our customers. The quality of the products we represent has a direct relationship on the perception our customers have of the Company. The Company also has a special responsibility due to the dangerous nature of the work that our customers perform, in how we choose suppliers, certify suppliers and in the manner in which we represent a supplier.

## YOUR ROLE

- A Company employee should never share with a supplier any information about a competing supplier either directly or indirectly regarding:
  - Product Cost
  - Market Pricing
  - Supplier Selections
  - Company Supplier Strategies
  - In stock products or quantities
- Represent product lines that are consistent with the directives of Company management
- Discuss any concerns relating to supplier quality, certification or ratings that might impact our customers
- Do not represent used products as new
- Do not represent PPE or breathing air products that are not NEPA certified without the written approval of the Vice President of Sales
- Do not represent Body Armor products that are not NIJ compliant without written approval of the Vice President of Sales
- Do not participate in any supplier promotions, games or contests without express approval from MES management
- Do not accept from suppliers any gifts other than those of nominal value without written approval of MES management
- Any questions regarding what is nominal should be directed to the Vice President of Sales
- Safeguard any information the Company holds as confidential, either on our own or by agreement with the supplier
- Company employees are bound by the more detailed employee policy regarding Working with Suppliers

## PROMPTLY REPORT

- Any concerns you might have regarding a MES breach of ethical business practices
- A request by an MES employee or a competitor to take action that might violate our standards for ethical business practices
- Concerns others may have expressed to you regarding possible MES violation of our standards for ethical business practices

# CONDUCTING BUSINESS WITH GOVERNMENTS

## OUR POLICY

The Company conducts a large percentage of business with municipal, state and federal government entities and agencies. In every instance, Company employees must apply the highest ethical standards and comply with all applicable laws and regulations, including certain special requirements associated with government transactions.

## YOUR ROLE

- Adhere to the highest standards of honesty and integrity while abiding by all applicable laws
- Ensure reports, certifications, statements and proposals made to government agencies are accurate and truthful
- Gifts and entertainment to officials of the US Government and often to state and municipal local officials are highly regulated and often prohibited
- Do not provide gifts or entertainment unless you have determined that they are allowable and appropriate for that individual and not prohibited by regulation or law
- Do not sign government contracts or other documents without approval or Company established authority
- Abide by applicable laws and regulations relating to working with governments, particularly special requirements associated with government contracts and transactions
- Require anyone providing goods or services for the Company on a government project or contract—such as consultants, sales representatives, distributors or suppliers —to agree to comply with the Company's CONDUCTING BUSINESS WITH THE GOVERNMENTS policy.
- Be truthful and accurate when dealing with government officials and agencies
- Adopt processes that ensure reports, certifications, statements and proposals are current, accurate and complete and that contract requirements are adequately identified and communicated to the responsible parties
- Do not make any unauthorized substitutions for contracted goods and services or deviate from contract requirements without the written approval of the authorized government official

## PROMPTLY REPORT

- Any concerns you might have regarding a Company breach of ethical business practices
- A request by the Company employee or a competitor to take action that might violate our standards for ethical business practices
- Concerns others may have expressed to you regarding possible Company violation(s) of our standards for ethical business practices

# FINANCIAL CONTROLS AND RECORDS

## OUR POLICY

The Company is responsible for properly recording, reporting and preserving financial information for our customers, lenders and investors. The Company must maintain detailed records that accurately record the transactions of the company and the distribution of company assets. To do so effectively and to protect the assets of the company, the Company maintains a system of internal accounting controls to meet those responsibilities. The Company's record keeping must be consistent and uniform for the purposes of managing and measuring the company.

## YOUR ROLE

- The Company accounting and reporting will faithfully reflect the economic substance of the Company's business activities, consistent with generally accepted accounting principles, standards, and regulations for accounting and financial reporting
- Be accurate, timely and complete in maintaining records, customer documents and preparing reports for management
- Maintain effective processes and internal controls that fairly reflect transactions or events, as well as prevent or detect inappropriate transactions
- Make sure all information is accurate and complete before requesting the signature of a document
- Make sure that you have the authority before signing any document on behalf of the company
- Before committing the Company to any transaction obtain any required management approvals
- Do not release any Company financial information without proper management approvals
- Protect the Company's physical, financial and intellectual property assets
- Preserve documents and records known to be relevant to pending or foreseeable litigation, audits or investigations

## PROMPTLY REPORT

- Any concerns you might have regarding an issue regarding financial controls and records

# ANTI-TRUST LAWS

## OUR POLICY

The Company will operate within the confines of the US antitrust laws. US antitrust laws govern the day to day conduct of how the Company sets prices, purchases and markets product and sells products and services to our customers. Every Company employee is responsible for complying with antitrust laws and reporting any potential violations to senior management. This is every employee's concern; a single finding of a violations of antitrust laws could result in the disbarment of the Company as a supplier to entities using monies provided through local, state or federal government agencies.

## YOUR ROLE

- Comply with all state and federal antitrust laws and the Company Anti-Trust Policy
- Do not propose or enter into any agreements or understandings – expresses or implied, written or oral, formal or informal with any competitor regarding the following aspects of the competition between the Company and the competitor for sales to third parties:
  - Prices
  - Bids
  - Customers, suppliers, sales territories or product lines
  - Terms or conditions of sale
  - Production, sales capacity or volume
  - Costs, profits or margins
  - Market share
  - Sales, marketing or development strategies for products or services
  - Distribution methods
- Do not propose or enter into any agreement with any other party regarding whether or how to bid. Only submit bids if the purpose is to compete for and win a particular piece of business
- Avoid contacts of any kind with competitors that could create the appearance of improper agreements or understandings. Actively disassociate yourself from any situations in which improper agreements or information sharing between competitors are raised, and promptly inform your supervisor
- The Company must never collude with other companies on price or terms to be offered to customers; agree with competitors to allocate markets or customers; or manipulate the bidding process

## PROMPTLY REPORT

- Any concerns you might have regarding a Company breach of antitrust laws
- A request by a Company employee or a competitor to take action that might violate antitrust laws
- Concerns others may have expressed to you regarding possible Company violation of antitrust laws

# CONFLICTS OF INTEREST

## OUR POLICY

The Company recognizes and respects the employee's rights to take part in financial, business and outside activities not related to their job. However, these activities must be legal and free of conflicts with their employment at the Company. The Company's resources must not be misused and the Company's good name and reputation must not be discredited by employees outside activities.

On the job or in your free time, nothing you do should conflict with your responsibilities to the Company. No activity at work or at home should hurt the Company's reputation or good name. Misusing Company resources or influence is also prohibited. Even when nothing wrong is intended, the appearance of a conflict can have negative effects. It is crucial to consider how your actions might appear, and to avoid the perception of a conflict of interest.

## YOUR ROLE

- Disclose in writing to your manager any financial interests, outside activities or relationships that may present a possible conflict of interest
- Paid professional, volunteer, or non-active member of any first responder organization may not receive any compensation based on sales to the organization
- Obtain approval from your manager before accepting any paid position with a non-Company business or entity
- Do not misuse Company property, equipment, facilities or time
- Avoid actions or relationships that might conflict or appear to conflict with your job or the interests of the Company
- Disclose (in writing to your manager and to company legal counsel) all of your outside activities, financial interests or relationships that may either present a conflict or the appearance of one
- Use good judgment in all personal and business dealings outside of your employment with the Company
- Avoid actions or relationships that may cause potential conflicts or create the appearance of a conflict with your employment with the Company or the Company's interests
- Do not misuse or use for personal gain Company resources, intellectual property, time or facilities—this includes office equipment, e-mail and computer applications
- Do not take for yourself personally any opportunities that the Company could have an interest in that are discovered through the use of the Company position, information or property
- Get approvals before accepting any positions with an outside business while you are a Company employee
- Get your manager's approval when accepting not-for-profit board positions, particularly if the organization has a Company relationship or might expect Company financial or other support

## PROMPTLY REPORT

- Any concerns you might have regarding a potential conflict of interest



# FAIR EMPLOYMENT PRACTICES

## OUR POLICY

The Company is committed to fair and equal employment opportunities. By continuing to extend equal and fair treatment for all employees on the basis of merit we will improve our business and provide our employee the ability to progress. As a company we will follow all federal and state laws in both spirit and to the letter where fair employment and equal opportunity are involved.

## YOUR ROLE

- Use merit, qualifications and other job related criteria as the sole basis for all employment related decisions
- Recruit, hire, train, compensate, promote and provide other conditions of employment without regard to a persons race, color, sexual orientation, religion, national origin, sex, age, disability, veteran status or any other characteristics protected by US law
- Provide a work environment free of harassment of any kind for any reason including human characteristics or national origin
- Sexual harassment is specifically prohibited under this policy
- Both quid pro quo and hostile environment forms of sexual harassment are prohibited under this policy
  - Quid pro quo harassment includes:
    - Unwelcome sexual advances
    - Requests for sexual favors where the submission or rejection of that request is used as the basis for decisions regarding the employee
- Harassment is an activity that interferes with work performance and creates a hostile, intimidating and negative work performance that includes:
  - Unwelcome sexual advances
  - Requests for sexual favors or other physical or verbal conduct of a sexual nature
- Never disclose employment data to a person who does not have a business need, the authority, or, where required, the subject's consent

## PROMPTLY REPORT

- Any concerns you might have regarding a Company breach of fair and equal employment opportunity standards
- Concerns others may have expressed to you regarding possible Company violations of our fair and equal employment opportunity standards

# ENVIRONMENT, HEALTH & SAFETY

## OUR POLICY

Protecting the health and safety of employees and the environment is the law and the Company is dedicated to achieving environmental, health and safety excellence. This is the responsibility of every employee. The Company will strive to provide a safe and healthy work environment in all of our locations and will work to avoid causing harm or adverse impact to the environment.

## YOUR ROLE

- Comply with all applicable environmental health and safety (“EHS”) laws and regulations, and the Company EHS policies. Create and maintain a safe working environment and prevent workplace injuries.
- Continue to improve our EHS systems and performance as an integral part of the Company’s operational strategy.
- Comply with applicable environmental, health and safety laws and regulations

## PROMPTLY REPORT

Any concerns you might have regarding an EHS concern.

# IMPROPER PAYMENTS

## OUR POLICY

The Company prohibits bribery in all business dealings with both governments and the private sector.

The Company prohibits even small facilitation payments to expedite routine administrative actions. Our goal is to eliminate all facilitation payments.

We maintain strong controls aimed at preventing and detecting bribery. This includes a rigorous process for appointing and managing third parties acting on the Company's behalf in business dealings.

We maintain accurate books, records, and accounts that correctly reflect the true nature of all transactions.

## YOUR ROLE

- Never offer, promise, make, or authorize a payment or the giving of anything of value to anyone in order to obtain an improper business advantage
- Remember that providing gifts, entertainment or anything else of value to government employees is highly regulated and often prohibited. Do not provide such gifts and entertainment unless you have received prior Company counsel approval
- Follow Corporate and business guidelines regarding gifts and entertainment and other business courtesies
- Never contribute Company funds or other Company assets for political purposes without obtaining prior approval from a Company officer or Company counsel, as applicable
- Follow your business due diligence procedures and require that any third party representing Company be carefully selected and comply with this policy
- Treat with extreme caution a demand from a third party to receive its commission payment prior to winning a deal/contract
- Be wary of any suggestion to direct Company business through a specific representative or partner due to a "special relationship"
- Be suspicious of any request to make a payment to a person who is not related to the transaction being discussed — or a request that payments be made in another country

## PROMPTLY REPORT

- Any concerns you might have regarding an improper payment

# CYBER SECURITY & PRIVACY POLICY

## OUR POLICY

**The Company respects individual privacy rights.** The Company is committed to collecting, handling and protecting Personal Information responsibly, and in compliance with applicable privacy and information security laws and with the Company's Commitment to the Protection of Personal Information, where applicable.

**The Company seeks to protect** its networks, systems, devices and information in our possession. It is our policy to use information only for legitimate purposes and to maintain appropriate access controls.

## YOUR ROLE

- Limit access to the Company's information to authorized individuals who need it for legitimate business purposes.
- Prevent unauthorized access, accidental loss, disclosure or destruction of the Company's information:
  - Secure physical copies and storage areas
  - Use strong passwords; don't share your password with anyone
  - When posting information online, do not disclose Personal Information, trade secrets, proprietary or other commercially sensitive information
  - Know the signs of phishing and recognize efforts to improperly acquire Company information
- Use only Company-approved systems and tools for storage, transmission and backup of Company information
- Do not use personal email, unapproved devices or software to conduct Company business
- When using Social Media avoid content that may be perceived as offensive or negatively affect Company business

## PROMPTLY REPORT

- Any concerns or violations of the Cyber Security & Privacy Policy

# KEY QUESTIONS OF INTEGRITY

The *Code of Conduct* is not a substitute for your good judgment, and it cannot cover every conceivable situation. you should be alert to signs that you or your colleagues are in an integrity gray area and ask yourself three simple questions if you have any doubts about what you should do.

01

How would this decision look to others within the Company and externally?

02

Am I willing to be held accountable for this decision?

03

Is this consistent with the Company's Code of Conduct?

## Remember:

Act if you see an issue.

Ask if you're not sure.

