

RESOLUTION NO. 2022-018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING A GRANT AGREEMENT IN THE AMOUNT OF FORTY-SIX THOUSAND THREE HUNDRED SEVENTY-SEVEN DOLLARS AND FIFTY CENTS (\$46,377.50) WITH THE STATE OF FLORIDA DIVISION OF STATE FIRE MARSHAL FLORIDA FIREFIGHTER ASSISTANCE PROGRAM GRANT TO PURCHASE FIVE (5) SELF-CONTAINED BREATHING APPARATUS; APPROVING A PURCHASE ORDER IN THE AMOUNT OF FORTY-SIX THOUSAND DOLLARS AND ZERO CENTS (\$46,000.00) WITH MUNICIPAL EMERGENCY SERVICES TO PURCHASE THE EQUIPMENT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2022 ADOPTED TOWN BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Volunteer Fire Department's Self-Contained Breathing Apparatus (SCBA) air packs are reaching the end of their useful life, and are almost out of compliance with current standards; and

WHEREAS, as the Department desires compatibility with Town of Davie Fire Rescue equipment as detailed in the Town's FY 2022 adopted budget; and

WHEREAS, the Town was awarded a Forty-Six Thousand Three Hundred Seventy-Seven Dollars and Fifty Cents (\$46,377.50) Florida Firefighter Assistance Program grant to purchase five (5) SCBA air packs with no required Town match; and

WHEREAS, the Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities; and

WHEREAS, the Town desires to piggyback on an existing procured contract that Lake County has with Municipal Emergency Services (Contract Number 17-0606G Fire Equipment, Parts, Supplies, and Services) for the purchase of the five (5) SCBA units; and

WHEREAS, a budget amendment to the Adopted Fiscal Year 2022 Town Budget is necessary; and

WHEREAS, the Town of Southwest Ranches desires to enter into an Agreement under the terms and conditions set forth hereinafter; and

WHEREAS, the Town of Southwest Ranches desires to issue the Purchase Order to Municipal Emergency Services under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby accepts and approves an Agreement between the Town of Southwest Ranches and Florida Division of State Fire Marshal to receive Forty-Six Thousand Three Hundred Seventy-Seven Dollars and Fifty Cents (\$46,377.50) to purchase five (5) SCBA air packs as outlined in the Agreement attached hereto as Exhibit "A."

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney, to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "A," and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. The Town Council hereby authorizes the Town Administrator to execute a Purchase Order to Municipal Emergency Services in the amount of Forty-Six Thousand Dollars and Zero Cents (\$46,000.00) in substantially the same form as that attached hereto as Exhibit "A," and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 5. The Town Council hereby approves a budget amendment to the FY 2022 Town Budget to provide funding as follows:

Revenue (Increase):

001-0000-334-33420 State Grant Public Safety \$46,377.50

Expenses (Increase):

001-3200-522-64100 Public Safety Volunteer Fire: Machinery & Equipment \$46,377.50

Section 6. That this Resolution shall become effective immediately upon its adoption.

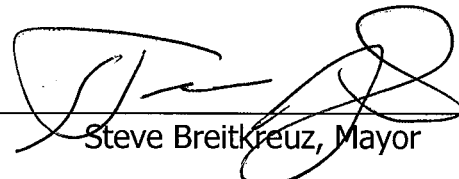
PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 10th day of December 2021 on a motion by Clm Hartmann and seconded by V/m Jablonski.

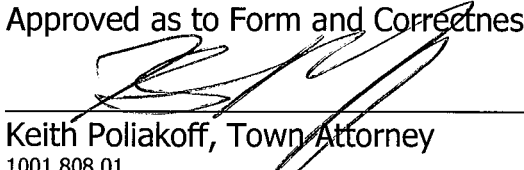
Breitkreuz	<u>Yes</u>	Ayes	<u>5</u>
Hartmann	<u>Yes</u>	Nays	<u>0</u>
Allbritton	<u>Yes</u>	Absent	<u>0</u>
Jablonski	<u>Yes</u>	Abstaining	<u>0</u>
Kuczenski	<u>Yes</u>		

Attest:


Russell Muñiz, Assistant Town Administrator/Town Clerk



Steve Breitkreuz, Mayor

Approved as to Form and Correctness:


Keith Poliakoff, Town Attorney
1001.808.01

**GRANT AGREEMENT
BETWEEN
DEPARTMENT OF FINANCIAL SERVICES
AND
TOWN OF SOUTHWEST RANCHES**

THIS GRANT AGREEMENT (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the state of Florida (State), and Town of Southwest Ranches (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal (Division) to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities;

WHEREAS, the Division is to administer the program and annually award grants to volunteer fire departments and combination fire departments using the annual Florida Fire Service Needs Assessment Survey;

WHEREAS, the purpose of the grants is to provide funding to such fire departments to use to provide volunteer firefighter training and procure necessary firefighter personal protective equipment, self-contained breathing apparatus equipment, and fire engine pumper apparatus equipment;

WHEREAS, the Florida Legislature has appropriated funds for the 2021-2022 State fiscal year to the Department to implement section 633.135, F.S., for the specific purposes stated therein, and the Department has the authority to grant these funds to the Grantee upon the terms and conditions set forth herein and in Rule 69A-37.502, Florida Administrative Code (F.A.C.); and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds and will use them for the purposes identified herein.

NOW, THEREFORE, the Department and the Grantee do mutually agree as follows:

1. Performance Requirements:

The Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments, addenda, and exhibits, which are incorporated by reference herein. The performance requirements are more specifically described in Attachment 2, Statement of Work (SOW). The definitions of terms and acronyms in the SOW will apply herein, unless otherwise defined in this Agreement.

2. Compliance with Laws, Rules, Regulations, and Policies:

The Grantee shall comply with applicable state and federal laws, rules, regulations, and policies including, but not limited to, those identified in this Agreement.

3. Agreement Duration:

The term of this Agreement begins on the date the Agreement is last signed (effective date) and ends on the last day of the state's fiscal year in which the grant was awarded. . The Department shall not be obligated to pay for costs incurred by the Grantee related to this Agreement prior to this Agreement's effective date or after its ending date. The term of this Agreement may not be extended or renewed.

4. Payment and Funding Considerations:

4.1. Funding: This Agreement is a cost-reimbursement agreement, not to exceed the amount of funds stated in Attachment 1, Specific Grant Awards. Such funds shall be paid by the Department in consideration for the Grantee's performance of the requirements as set forth by the terms and conditions of this Agreement. Pursuant to section 287.0582, F.S., for any agreement binding the State or the Department for a period in excess of one State fiscal year, the State's and the Department's performance and obligation to pay under that agreement are contingent upon an annual appropriation by the Legislature.

4.2. Payment Process: Subject to the terms and conditions established by this Agreement, the pricing method per deliverable established in the SOW, and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S., for its performance under this Agreement, as described in the SOW. The applicable interest rate can be obtained at:
<http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.

4.3. Grantee Rights: A Vendor Ombudsman has been established within the Department. The duties of the Vendor Ombudsman include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.

4.4. Taxes: The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee shall not be exempt from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.

4.5. Invoicing and Acceptance: All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee must submit invoices in accordance with the time requirements specified in the SOW. The Department will reimburse the Grantee for the performance required by the Agreement and any authorized expenses only upon the timely and satisfactory completion of the applicable performance and compliance requirements of the SOW. Payment for the deliverables is conditioned upon written acceptance by the Department's designated contract manager (Contract Manager) identified in Section 34, below. If the Department determines that circumstances warrant, the Department may accept partial performance and make partial payments for partial performance.

5. Expenditures:

All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to the State's Reference Guide for State Expenditures. The Grantee shall submit invoices for performance or expenses in accordance with the requirements of this reference guide, which can be obtained at:

<http://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditure>

s.pdf. The Grantee may not spend funds received under this Agreement for the purposes of lobbying the Florida legislature, the judicial branch, or a State agency.

6. Governing Laws of the State:

- 6.1. Governing Law:** The Grantee agrees that this Agreement is entered into in the State, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section 28, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.
- 6.2. Ethics:** The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or State employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or State employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. Only the provisions applicable to State funding in Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance, are applicable to this grant.
- 6.3. Employment Eligibility Verification:** N/A
- 6.4. Advertising:** Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of this Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
- 6.5. Sponsorship:** As required by section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" shall appear in the same size letters or type as the name of the Grantee.

7. Mandatory Disclosure Requirements:

- 7.1. Conflict of Interest:** This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.

- 7.2. Convicted Vendor List:** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: “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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work 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 s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”
- 7.3. Discriminatory Vendor List:** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”
- 7.4. Continuing Duty of Disclosure of Legal Proceedings:** N/A
- 7.5. Antitrust Violator Vendor List:** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: “A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”
- 7.6. Department Inspection of Records:** Pursuant to section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee’s financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the Contractor’s programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Contractor shall provide such records, papers, and documents to the Department’s Contract Manager within 10 business days after a request is made to the Contractor.
- 7.7. Foreign Gifts and Contracts:** The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

8. Funding Requirements of Section 215.971(1), F.S.:

- 8.1. The Grantee shall perform all tasks contained in the SOW.
- 8.2. Receipt by the Grantee of the Department's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon the Grantee's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the SOW and the Department shall apply the applicable criteria stated in the SOW to determine satisfactory completion of each deliverable).
- 8.3. If the Grantee fails to meet the minimum level of service specified in the SOW, the Department shall apply the financial consequences for such failure as specified herein.
- 8.4. The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement.
- 8.5. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
- 8.6. The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.

9. Advance Payments: If authorized by sections 215.422(14) or 216.181(16), F.S., and approved in writing by the Department, the Grantee may be provided an advance as part of this Agreement.

10. Final Invoice: The Grantee shall submit its final invoice to the Department no later than thirty (30) calendar days after the Agreement ends or, in the case of termination, when this Agreement is terminated. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any request submitted by the Grantee after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.

11. Return or Recoupment of Funds:

- 11.1. If the Grantee or its independent auditor, if applicable, discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days of notification of discovery without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. A check for the amount due should be sent to the Department's Contract Manager and made payable to the "Department of Financial Services."
- 11.2. Notwithstanding the damages limitations of Section 29, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Grantee under this Agreement or any other Agreement between the Grantee and any State entity. If additional costs or losses are discovered when no monies are available under this Agreement or any other Agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department within thirty (30) calendar days of the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

12. Audits and Records:

- 12.1. Representatives of the Department, including, but not limited to, the State's Chief Financial Officer or the State's Auditor General, or representatives of the federal government shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

- 12.2.** The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 12.3.** The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related-party transactions to the auditor.
- 12.4.** The Grantee shall retain all the Grantee records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request. If the Grantee is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.0701(2)(b)4., F.S., will fulfill the above stated requirement. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for the Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014) (available at: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>).
- 12.5.** The Grantee shall include the aforementioned audit and record-keeping requirements in all approved subgrantee agreements and assignments.
- 12.6.** The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Department's Inspector General or other authorized state official for investigations of the Grantee's compliance with the terms of this Agreement or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs include, but they are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for any costs of investigations that do not result in the Grantee's suspension or debarment.
- 12.7.** The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee shall comply with this duty and ensure that its contracts issued under this Agreement, if any, impose this requirement, in writing, on its contractors.
- 13. Public Records:** The Grantee shall comply with the applicable requirements of Addendum A, Public Records Requirements, which is incorporated by reference herein. All references to "Contractor" within Addendum A shall refer to "Grantee." All references to "Contract" within Addendum A shall refer to "Agreement."
- 14. Assignments, Subgrants, and Contracts:**
- 14.1.** Unless otherwise specified in the SOW, or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior written

consent of the Department will be null and void. If the Department approves the transfer of any of the Grantee's obligations under this Agreement, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement will bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.

- 14.2.** The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements must be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
- 14.3.** The Grantee agrees that the Department may assign or transfer the Department's rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.
- 14.4.** The Grantee agrees to make payments to its subgrantees and contractors, if any, within seven (7) business days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the agreement(s) between the Grantee and the contractor(s). Unless the Grantee and the subgrantee(s) or contractor(s) contract for an alternate payment schedule, the Grantee's failure to pay its subgrantees or contractors, if any, within seven (7) business days will result in a statutory penalty charged against the Grantee and paid to the subgrantee or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such statutory penalty will be in addition to actual payments owed and will not exceed fifteen (15) percent of the outstanding balance due.
- 15. MyFloridaMarketPlace:** Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in the Florida Single Audit Act, section 215.97, F.S., and are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(3)(i), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketPlace system.

16. Nonexpendable Property:

- 16.1.** For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).
- 16.2.** The Grantee shall have ownership of all PPE, SCBA, or pumper fire apparatus purchased under this Agreement. All nonexpendable property purchased under this Agreement must be listed on the property records of the Grantee in accordance with the requirements of Rule 69I-72.002, F.A.C. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make or manufacturer; year and/or model; manufacturer's serial number(s); if an automobile, the vehicle identification

number and title certificate number; date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.

- 16.3.** PPE and SCBA property must not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the prior written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property, or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.
- 16.4.** The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.
- 16.5.** The Grantee is responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
- 16.6.** PPE shall only be assigned to firefighters that are on the roster of the Grantee and recorded in the Division's online electronic database. SCBA property may be shared to facilitate all-hazard responses with other fire service providers during emergency responses.
- 16.7.** The pumper fire apparatus shall not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. The pumper fire apparatus shall not be modified by any means without the prior written approval of the Department. If the Grantee has received a grant to replace an unsafe fire apparatus, the Grantee is required to permanently remove the replaced vehicle from its vehicle inventory until deemed to be safe for operation by a certified Emergency Vehicle Technician. The Grantee shall not gift, sell, or transfer the unsafe fire apparatus to any other fire service provider.

17. Disposition of Property:

The Grantee shall provide advance written notification to the Department, if during the five (5) year period following the termination of this Agreement or the depreciable life of the nonexpendable property (determined by the depreciation schedule in use by the Grantee) purchased under this Agreement, whichever period is shorter, the Grantee proposes to dispose of or take any other action that will impact its ownership of the nonexpendable property or modify the use of the nonexpendable property from the purposes authorized herein. If any of these situations arise, the Department shall have the right, in its sole discretion, to demand that the Grantee immediately reimburse the Department the fair market value of the impacted nonexpendable property valued at the time of disposition or modified use.

18. Additional Requirements Applicable to the Purchase of, or Improvements to, Real Property:

N/A

19. Data Security and Information Resource Acquisition: N/A

20. Insurance:

- 20.1.** The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall

not be interpreted as limiting the Grantee's liability and obligations under this Agreement. All insurance policies must be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.

- 20.2.** The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible will be the sole responsibility of the Grantee.

21. Patents, Copyrights, and Royalties: N/A

- 22. Intellectual Property Rights:** Each party shall retain its intellectual property rights to its intellectual property. No intellectual property is to be created or otherwise developed by Grantee for the Department under this Agreement.

- 23. Independent Contractor Status:** It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or will be deemed to constitute a partnership or joint venture between the Parties.

- 23.1.** Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.
- 23.2.** Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
- 23.3.** The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be in a joint venture with the State, nor an agent, servant, or partner of the State as a result of this Agreement.
- 23.4.** Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee, its subrecipient, contractor, or assignee.
- 23.5.** The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive all legally required benefits and insurance coverage from an employer other than the State.
- 23.6.** At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

- 24. Electronic Funds Transfer:** The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) calendar days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at:

<http://www.myfloridacfo.com/Division/AA/Vendors/>.

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

- 25. Entire Agreement:** This Agreement consists of all documents listed in the order of precedence below, each of which is incorporated into, and is an integral part of, the Agreement, and together they embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. Any conflicts among these documents will be resolved in accordance with the following order of precedence:
- i. Attachment 1, Specific Grant Awards;
 - ii. Attachment 2, Statement of Work;
 - iii. This Agreement;
 - iv. Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1); and
 - v. Addendum A, Public Records Requirements.
 - vi. Attachment 4, Index of Applicable Laws and Regulations.
- 26. Time is of the Essence:** Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverables under this Agreement and to comply with all other deadlines necessary to perform the Agreement which include, but are not limited to, attendance of meetings or submittal of reports.
- 27. Termination:**
- 27.1. Termination Due to the Lack of Funds:** If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. If funds become unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds."
- 27.2. Termination for Cause:** The Department may terminate this Agreement if the Grantee fails to: (1) satisfactorily complete the deliverables within the time specified in the Agreement; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for ineligible purposes under the Agreement or applicable program laws, rules, and regulations governing the use of funds under the Agreement.
- 27.3. Termination for Convenience:** The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall cease performance upon receipt of the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- 28. Dispute Resolution:** Unless otherwise stated in the SOW, the Department shall decide disputes concerning the performance under the Agreement, reduce the decision to writing, and serve a copy on the Grantee. If a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute

arising under the terms of the Agreement will be in the State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own costs and attorneys' fees incurred in connection with disputes arising under the terms of the Agreement.

29. Indemnification:

- 29.1.** The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.
- 29.2.** Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to a violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure for the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.
- 29.3.** The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (3) assistance in defending the action at the Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which will not be unreasonably withheld.

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

- 30. Force Majeure and Notice of Delay from Force Majeure:** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, if a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate all resulting delay or disruption in accordance with the Party's performance requirements under this Agreement. If the Grantee believes any delay is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within five (5) calendar days after the Grantee first had reason to believe that a delay could result if the Grantee could reasonably foresee that a delay could result or within ten (10) calendar days after the Grantee first learned of the delay if the

delay is not reasonably foreseeable. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. If an extension is legally permissible, and if one will be granted, the Department's notice will state the extension period. **THE FOREGOING CONSTITUTES THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** The Grantee shall not assert a claim for damages against the Department and shall not be entitled to an increase in this Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part.

- 31. Severability:** If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.
- 32. Survival:** Any right or obligation of the Parties in the Agreement, which, by its express terms or nature and context, is intended to survive termination or expiration of the Agreement, will survive any such termination or expiration.
- 33. Execution in Counterparts:** The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.
- 34. Contact Information for Grantee and Department Contacts:**

Department's Contract Manager:

Charles Frank, State Volunteer Fire Coordinator
 Bureau of Fire Standards and Training
 Division of State Fire Marshal
 11655 NW Gainesville Road
 Ocala, FL 34482
 Telephone number: (352) 369-2800
 Firefightergrant@myfloridacfo.com

Grantee's Payee:

Grantee's Contract Manager:

Name:	Town of Southwest Ranches	Name:	Emily Aceti
Address:	13400 Griffin Road Southwest Ranches, FL 33330	Address:	13400 Griffin Road Southwest Ranches, FL 33330
Phone:	(954) 434-0008	Phone:	(954) 434-0008
Fax:	(954) 434-1490	Fax:	(954) 434-1490
Email:	aberns@swranches.org	Email:	eaceti@swranches.org

If any of the information provided in this Section changes after the execution of this Agreement, the Party making such change will notify the other Parties in writing of such change. Such changes will not require a written amendment to the Agreement.

35. Notices:

The contact information provided in the immediately preceding Section must be used by the Parties for all communications under the Agreement. Where the terms "written notice" or notice "in writing" are used to specify a notice requirement herein, said notice will be deemed to have been given when (i) personally delivered; (ii) transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) on the date actually received, except if there is a date of the certification of receipt, then on that date.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above, and in the attachments, addenda, and exhibits hereto, the Parties have caused to be executed this Agreement by their undersigned duly authorized officials.

Grantee:

Town of Southwest Ranches

By: Andrew D. Berns

Name: Andrew D. Berns

Title: Town Administrator

Date: November 03, 2021

Department of Financial Services:

By: JoAnne E. Rice
DocuSigned by:
2CCF8FA781714AC...

Name: JoAnne E. Rice

Title: Assistant Director

Date: 12/3/2021 | 2:51 PM EST

Attachment 1, Specific Grant Awards

The Department has established a funding award for Grantee in an amount not to exceed \$46,377.50 for the grant period during the 2021-2022 State fiscal year.

Per the Grant Award Letter, Grantee is authorized to expend grant funds for the following:
To purchase five (5) Self-contained Breathing Apparatus.

Grantee shall submit all supporting documentation to the Department in accordance with the requirements of Attachment 2, Section B.3., Deliverables, of this Agreement.

Attachment 2, Statement of Work

A. PROGRAM REQUIREMENTS

The Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities. The Division is to administer the program and annually award grants to volunteer fire departments and combination fire departments using the annual Florida Fire Service Needs Assessment Survey. The purpose of the grants is to provide funding to such fire departments to use to provide volunteer firefighter training and procure necessary firefighter equipment. The Division shall prioritize the annual award of grants to combination fire departments and volunteer fire departments demonstrating need as a result of participating in the annual Florida Fire Service Needs Assessment Survey.

The Grantee shall only use funds for those items specified in Attachment 1, Specific Grant Awards (Attachment 1). Such items must comply with the requirements of section 633.135, F.S., and Rules 69A-37.501 and .502, F.A.C.

The following definitions apply to the Agreement and its attachments:

- a) **“Combination fire department”** means a fire service provider utilizing a combination of volunteer and career firefighters to provide fire extinguishment or fire prevention services for the protection of life and property.
- b) **“Volunteer fire department”** means a fire service provider utilizing only volunteer firefighters to provide fire extinguishment or fire prevention services for the protection of life and property.
- c) **“Fire service provider”** means a municipality or county, the state, the Division, or any political subdivision of the state, including authorities and special districts, that employs firefighters or uses volunteer firefighters to provide fire extinguishment or fire prevention services for the protection of life and property. The term includes any organization under contract or other agreement with such entity to provide such services.
- d) **“NFPA”** means the National Fire Protection Association.

B. SCOPE OF WORK

1. The Grantee’s Responsibilities:

- a. The Grantee shall perform the following tasks:
 - 1) Provide to the Department within thirty (30) calendar days of grant award notification an itemized list of firefighter equipment to be purchased under this Agreement. This itemized list must include an expected cost per item.
 - 2) Provide to the Department an itemized list of training conducted within thirty (30) calendar days after completion of the training. The list must provide the names of the students trained, dates the training was conducted, the instructor’s name and certification number, the location of the final practical skills training, and the location of live fire training. Funds to be used to procure the training must be obligated by the ending date of this Agreement.
 - 3) Provide to the Department all documentation supporting the purchase, delivery, and receipt of firefighter equipment identified as part of the grant award within thirty (30) calendar days of receiving such equipment.
 - 4) Provide to the Department all documentation supporting the purchase and receipt of training identified as part of the grant award within thirty (30) calendar days of receiving a Volunteer Firefighter Certificate of Completion.

- 5) Within thirty (30) calendar days after submission of final invoices, the Grantee shall return any unspent funds to the Department.
- b. Performance Requirements for Deliverables:
 - 1) Maintain all fire department profile and roster records within the electronic online database of the Bureau of Fire Standards and Training.
 - 2) Submit all incident reports to the Florida Fire Incident Reporting System (FFIRS) for 12 months following the effective date of this Agreement.
 - 3) Demonstrate compliance with the Florida Firefighter Occupational Safety and Health Act by having completed a compliance inspection within the previous three years or having a compliance inspection conducted before the grant funds are awarded.
 - 4) Maintain a written Agreement with the fire service provider under which the fire department is operating.

2. The Department's Responsibilities:

- a. Provide the online Firefighter 1 training program, delivered by the Bureau of Fire Standards and Training, needed to achieve Volunteer Firefighter Certificate of Completion.
- b. Provide reimbursement of pre-approved instructional costs incurred by the Grantee to complete practical skill training.
- c. Conduct all verification activities associated with the Grantee's payment for, and receipt of, firefighter equipment and training identified as part of the grant award.
- d. Verify and collect any unspent funds from Grantee that were not expended in accordance with the grant award and the requirements herein.

3. Deliverables:

The Grantee shall perform the following tasks as specified:

Deliverable 1 - Authorized Training		
Tasks	Performance Measures and Due Date	Financial Consequences
As described in Attachment 1.	Proof of payment to the vendor (e.g., copies of canceled checks) for the pre-approved instructor cost must be submitted with the Grantee's request for reimbursement (if funds are advanced to the Grantee, proof of payment documentation must be submitted within thirty (30) days of the date the Department provided funding to the Grantee).	Funds expended for training will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the training.
Maintain a written agreement between the fire service provider and the fire department during the grant period.	Submit to the Department a copy of the agreement with the fire service provider within thirty (30) calendar days after the effective date of this Agreement.	Funds expended for training will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all

		stated terms and conditions for the training.
Deliverable 1 payment amount must not exceed amount stated in Attachment 1.		
Deliverable 2 – Authorized Equipment Purchases		
Tasks	Performance Measures and Due Date	Financial Consequences
As described in Attachment 1	<p>Within thirty (30) calendar days from the effective date of this Agreement, submit to the Department a copy of vendor quotes containing an itemized list of firefighter equipment to be purchased, the cost per item, and an estimated delivery date.</p> <p>Proof of payment to the vendor (e.g., copies of canceled checks) must be submitted with the Grantee’s request for reimbursement (if funds are advanced to the Grantee, proof of payment documentation must be submitted within thirty (30) days of the date the Department provided funding to the Grantee).</p> <p>Within thirty (30) calendar days of receiving firefighter equipment, submit to the Department copies of signed and dated shipping/packaging documents clearly demonstrating the equipment has been received.</p>	Funds expended for equipment will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the equipment.
Maintain a written agreement between the fire service provider and the fire department during the grant period.	Submit to Department a copy of the agreement with the fire service provider within thirty (30) calendar days after the effective date of this Agreement.	Funds expended for equipment will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the equipment.
Deliverable 2 payment amount must not exceed amount stated in Attachment 1.		
TOTAL PAYMENT AMOUNT (must not exceed total grant award stated in Attachment 1)		

4. Expenditure and Reconciliation Report:

Pursuant to section 215.971, F.S., the Department's Contract Manager must produce a final reconciliation report reconciling all funds paid out to the Grantee under this Agreement against all funds expended by the Grantee in performance of this Agreement. If the Department's Contract Manager requests documentation from the Grantee's Contract Manager for these purposes, the Grantee must submit such documentation to the Department within ten (10) business days of receipt of the Department's request. See Section C.2. below for further detail regarding the reporting of expenditures.

C. SPECIAL PROVISIONS**1. Demonstration of Performance and Acceptance of Deliverables:**

The deliverables requiring payment will be accepted by the Department's Contract Manager only after the Grantee has provided proof of payment and receipt of the authorized items; deliverables not requiring payment must be evidenced by submittal of the documentation as stated herein. If the Department rejects a deliverable, all costs associated with correction of that deliverable shall be at the Grantee's expense. The Grantee shall work diligently to timely correct all deficiencies noted by the Department. Final acceptance of the deliverable shall be considered to occur when the deliverable has been approved by the Department. The Agreement will be considered complete upon acceptance by the Department of all deliverables required under the Agreement. The Department may independently verify the receipt by Grantee of deliverables beyond the methods described in this Section. The Grantee must provide proof of payment and receipt of the authorized items to be entitled to retain funds provided under the Agreement.

2. Payment Amount, Invoice Submittal, and Payment Schedule: The payment obligation of the Department shall not exceed the amount stated in Attachment 1. The deliverable amount specified in Attachment 1 establishes the maximum reimbursable amount for the authorized item and not the value of the item. The Grantee's entitlement to retain funds is dependent upon the following: the Grantee timely submitted an accurate and acceptable invoice and any other necessary supporting documentation as described in Section B.3., Deliverables; the funds were fully obligated by the Grantee as of June 30th of the State's fiscal year in which the grant was awarded and were disbursed by the Department on or before September 30th of the same calendar year; and, in accordance with the Agreement Section 8, entitled "Funding Requirements of Section 215.971, F.S.," the amount of allowable costs incurred and expended by Grantee in performance of the requirements of this Agreement.

In addition to the documents identified in Section B.3., Deliverables, the Department may require any additional information from the Grantee that the Department deems necessary to verify that the Grantee has fulfilled the requirements of the Agreement.

If the Agreement is terminated early, the Department shall only pay for completed and accepted deliverables.

3. Travel and Expenses: Per diem and travel expenses are not authorized and will not be reimbursed under this Agreement.**4. Financial Consequences for Failure to Timely and Satisfactorily Perform:** Failure to comply with the requirements of Section B.3., Deliverables, will result in automatic task rejection and the deliverable shall not be invoiced or paid until correction of the task. Failure to complete the required duties as outlined in the SOW shall result in the rejection of the invoices. Failure to complete all deliverables in accordance with the requirements of the Agreement, and in

particular, as specified above in Section B.3., Deliverables, will result in assessment by the Department of the specified financial consequences. This provision for financial consequences shall in no manner affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

5. **Notification of Instances of Fraud:** Instances of Grantee operational fraud or criminal activities shall be reported to the Department's Contract Manager within twenty-four (24) hours of being made aware of the incident.
6. **Grantee's Responsibilities upon Termination:** If the Department issues a Notice of Termination to Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
 - a. Stop work under the Agreement on the date and to the extent specified in the notice.
 - b. Complete performance of such part of the work as shall not have been terminated by the Department.
 - c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession of Grantee and in which the Department has or may acquire an interest.
 - d. Upon the effective date of termination of the Agreement, Grantee shall transfer, assign, and make available to the Department all property and materials belonging to the Department. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.
7. **Nondiscrimination:** The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
8. **Insurance Coverage:** In addition to the insurance coverage requirements of Sections 20 and 23 of this Agreement, if the Grantee is authorized to purchase pumper fire apparatus under this Agreement, the Grantee shall obtain and maintain insurance coverage sufficient to satisfy the minimum legal requirements for operation of the apparatus and to provide, at a minimum, replacement cost value coverage for the apparatus while the apparatus is licensed or for the five-year period following termination of this Agreement, whichever timeframe ends first.
9. **Limitation of Liability:**
 - a. For all claims against Grantee under the Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar amount of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in the Agreement.
 - b. Neither Party shall be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records, even if the Party has been advised that such damages are possible. Neither Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

- End of Attachment 2, Statement of Work -

ATTACHMENT 3



Department of Financial Services
Division of Accounting and Auditing – Bureau of Auditing

**AUDIT REQUIREMENTS FOR AWARDS OF
 STATE AND FEDERAL FINANCIAL ASSISTANCE**

The administration of resources awarded by the Department of Financial Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

2. Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
3. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
4. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:
 - a. The Department at each of the following addresses:

Electronic copies (preferred): firefightergrant@myfloridacfo.com

or

Paper (hard copy):
Charles Frank
Bureau of Fire Standards and Training
Department of Financial Services
11655 NW Gainesville Road
Ocala, Florida 34482

- b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

**Federal Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

1. Federal Program A:
N/A
2. Federal Program B:
N/A

**Compliance Requirements Applicable to the Federal Resources
Awarded Pursuant to this Agreement are as Follows:**

1. Federal Program A:
N/A
2. Federal Program B:
N/A

**State Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

Matching Resources for Federal Programs:

1. Federal Program A:
N/A
2. Federal Program B:
N/A

Subject to Section 215.97, F.S.:

1. State Project A:
State Project: Volunteer Firefighter Grant Assistance Program
State Awarding Agency: State of Florida, Department of Financial Services
Catalog of State Financial Assistance Title and Number: Volunteer Firefighter Grant Assistance Program, 43.006
Amount: \$1,000,000
Not to exceed \$1,000,000 for all grants awarded under the Firefighter Assistance Grant Program for State Fiscal Year 2021-2022.

2. State Project B:
N/A

**Compliance Requirements Applicable to State Resources Awarded
Pursuant to this Agreement Are as Follows:**

The requirements of this Agreement, section 633.135, F.S., and Rule 69A-37.502, F.A.C.

Attachment 4
Index of Applicable Laws and Regulations

1. Statutory Requirements:

Chapter 112, F.S. (conflict of interest)

Chapter 119, F.S. (public records and exceptions to disclosure)

Sections 11.062 and 216.347, F.S. (prohibitions on the use of state funds for lobbying purposes)

Section 216.1366, F.S. (inspection of records)

Section 286.101, F.S. (foreign gifts and contracts)

Section 286.25, F.S. (sponsorship)

Section 287.133, F.S. (convicted vendor list)

Section 287.134, F.S. (discriminatory vendor list)

Section 287.137, F.S. (antitrust violator vendor list)

Americans with Disabilities Act

Immigration and Nationality Act

2. Audit Requirements:

Section 20.055, F.S. (audit investigations)

Section 215.34, F.S. (return or recoupment of funds)

Section 215.97, F.S., Florida Single Audit Act

Section 215.971, F.S., Agreements Funded with Federal or State Assistance

3. Financial Requirements:

Section 215.422, F.S. (payments from state funds)

Section 273.02, F.S. (nonexpendable tangible personal property)

Section 287.0585, F.S. (payments to subcontractors)

Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace)

Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)

DEPARTMENT OF FINANCIAL SERVICES
Public Records Requirements

Addendum A

1. Public Records Access Requirements.

- a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. Public Records Requirements Applicable to All Contractors.

- a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).
- b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.
- c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.
- d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.
- e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.
- f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

Addendum A

3. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

If the Contractor is a “contractor” as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department 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 Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.

e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:

Telephone: (850) 413-3149
Email: PublicRecordsRequest@myfloridacfo.com
Mailing Address: The Department of Financial Services
Office of Open Government
PL-11, The Capitol
Tallahassee, Florida 32399-0301

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.



MUNICIPAL EMERGENCY SERVICES

3789 62nd Avenue North
Pinellas Park, FL 33781

Quote

Date 11/24/2021
 Quote # QT1528619
 Expires 12/31/2021
 Sales Rep Cool, Troy K
 PO #
 Shipping Method FedEx Ground

Bill To
 Southwest Ranches Fire Rescue
 17220 Griffin Rd
 Southwest Ranches FL 33331

Ship To
 Southwest Ranches Fire Rescue
 17220 Griffin Rd
 Southwest Ranches FL 33331

Item #	Alt Item #	Units	Description	Qty	Unit Sales Price	Amount
X8914025305303			Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change Cylinder Connection, 4.5, Standard Harness with Parachute Buckles, Standard Belt with No Escape Rope, E-Z Flo Regulator with Quick Connect Hose (Rectus fittings), Universal EBSS Accessory Hose, No Airline Connection, No Spare Harness Kit, Pak-Tracker, No Case, Packaged 1 SCBA Per Box (Black) List \$10,074.16	5	7,550.00	37,750.00
200129-01			Snap-Change Cylinder, Carbon-Wrapped, Pressure 4500, 45 Minutes (at 40 lpm) List \$1773.98	5	1,320.00	6,600.00
201215-22			AV3000 HT with Kevlar lining and 4-strap harness-Red, Medium List \$442.68	5	330.00	1,650.00

Subtotal 46,000.00
 Shipping Cost (FedEx Ground) 0.00
 Total \$46,000.00

Pricing per Lake County Contract #17-0606

OK TO PM
JB

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1528619



MODIFICATION OF CONTRACT

Modification Number: Ten (10) Effective Date: 9/3/2021	Contract Number: 17-0606G Title: <u>Fire Equipment, Parts, Supplies, and Service</u> Effective Date: July 1, 2017
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov 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: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to update the manufacturer list. SEE ATTACHED:	
CONTRACTOR SIGNATURE BLOCK Signature: _____ Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>9/12/2021</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: _____ Title: Contracting Officer Date: _____
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



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: amunday@lakecountyfl.gov 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: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to update the manufacturer list for Akron Brass products. SEE ATTACHED:	
CONTRACTOR SIGNATURE BLOCK 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: _____	LAKE COUNTY SIGNATURE BLOCK 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: amunday@lakecountyfl.gov 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	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Extend contract one (1) year expiring June 30, 2022.	
CONTRACTOR SIGNATURE BLOCK Signature: _____ <i>Jamie Robinson</i> _____ 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: _____	LAKE COUNTY SIGNATURE BLOCK Signature: _____ <i>Amy Munday</i> _____ 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: amunday@lakecountyfl.gov 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: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to update the attached manufacturing listing:	
<p align="center">CONTRACTOR SIGNATURE BLOCK</p> 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: _____	<p align="center">LAKE COUNTY SIGNATURE BLOCK</p> Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: <u>Contracting Officer</u> Date: <u>November 3, 2020</u>
Distribution: Original – Bid File Copy – Contractor Copy – 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: amunday@lakecountyfl.gov 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: <p align="center">Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800</p>	
<p>INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u>. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</p>	
<p>DESCRIPTION OF MODIFICATION: <u>Contract modification to UPDATE and ADD TO the Honeywell Bunker Gear equipment listing to contract effective March 9, 2020. SEE ATTACHED:</u></p>	
<p align="center">CONTRACTOR SIGNATURE BLOCK</p> Signature: _____ <i>Jamie Robinson</i> 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: _____	<p align="center">LAKE COUNTY SIGNATURE BLOCK</p> Signature: _____ <i>Amy Munday</i> Print Name: <u>Amy Munday</u> Title: <u>Contracting Officer</u> Date: <u>6/8/2020</u>
<p>Distribution: Original - Bid File Copy - Contractor Contracting Officer</p>	



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: <u>amunday@lakecountyfl.gov</u> Telephone Number: (352) 343-9389	Contractor Name and Address: Name: Municipal Emergency Services (MES) Address: 3789 62 nd 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	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Extend contract one (1) year - expiring June 30, 2021.	
CONTRACTOR SIGNATURE BLOCK 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: _____	LAKE COUNTY SIGNATURE BLOCK 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: amunday@lakecountyfl.gov 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	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: <u>Contract modification to UPDATE and ADD TO the manufacturer listing. SEE ATTACHED:</u>	
<p align="center">CONTRACTOR SIGNATURE BLOCK</p> 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: _____	<p align="center">LAKE COUNTY SIGNATURE BLOCK</p> Signature: _____ Print Name: <u>Amy Munday</u> Title: <u>Contracting Officer</u> Date: <u>7-24-19</u>
Distribution: Original - Bid File Copy - Contractor Copy - Contracting Officer	



LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

<p>1. Modification No.: 3 Effective Date: July 1, 2019</p>	<p>2. Contract No.: 17-0606G Effective Date: July 1, 2017</p>
<p>3. Contracting Officer: Amy Munday Telephone Number: (352) 343-9765</p>	<p>5. Contractor Name and Address: Municipal Emergency Services (MES) 3789 62nd Ave. North Pinellas Park, FL 33781 Attn: Jaimie Robinson, Regional Vice President</p>
<p>4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800</p>	
<p>6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u>, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.</p>	
<p>7. DESCRIPTION OF MODIFICATION: Contract modification to extend for one (1) year, expiring June 30, 2020.</p>	
<p>8. Contractor's Signature REQUIRED Name: <u>[Signature]</u> Title: <u>Regional Vice President</u> Date: <u>2/25/2019</u></p>	<p>9. Lake County, Florida By: <u>[Signature]</u> Contracting Officer II <u>2-25-19</u> Date</p>
<p>10. Distribution: Original - Bid No. 17-0606G Copies - Contractor Contracting Officer</p>	

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

TIMOTHY I. SULLIVAN
District 1

SEAN M. PARKS, MCP, OFP
District 2

WENDY R. BREEDEN
District 3

LESLIE CAMPIONE
District 4

JOSHI BLAKE
District 5



MODIFICATION OF CONTRACT

<p>1. Modification No: 2 Effective Date: April 13, 2018</p>	<p>2. Contract No: 17-06060 Effective Date: June 1, 2017</p>
<p>3. Contracting Officer: Amy Moody Telephone Number: (352) 341-9765</p>	<p>5. Contractor Name and Address: Municipal Emergency Services (MES) 3787 62 Ave. North Pinellas Park, Florida 33781</p>
<p>4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tampa, Florida 33606</p>	<p>Alice Marie Robinson - Regional Vice President</p>
<p>6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to the Contracting Officer in Block 9 with a 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.</p>	
<p>7. DESCRIPTION OF MODIFICATION: Contract modification to reflect cost increases from Hurst: Hurst front: 15% and Labor \$60 to Hurst 5% and Labor \$35 Hurst Parts from: 45% and \$80 to Hurst 5% and Labor \$35 Hurst Service Per Set from: \$450 and labor 180 to Hurst Service Per Set to: \$750 and Labor \$85</p>	
<p>8. Contractor's Signature REQUIRED Name: <u>[Signature]</u> Title: <u>Regional VP</u> Date: <u>4/30/2018</u></p>	<p>9. Lake County, Florida By: <u>[Signature]</u> Contracting Officer II <u>5/1/18</u> Date</p>
<p>10. Distribution: Original - Bid No. 17-06060 Copies - Contractor Contracting Officer</p>	

OFFICE OF ADMINISTRATIVE SERVICES • INVESTMENT MANAGEMENT SERVICES
P.O. BOX 9997 • 115 W. ALLEN ST., TAYLOR, FL 32178 • P 352.411.9177 • F 352.411.4473
Board of County Commissioners • www.lakecountypa.gov



TIMOTHY J. HENRY JENNIFER PATRICK WAGNER WALTER S. BRIDGEMAN LARRY H. CAMPBELL STEPHEN M. KELLER
Chairman President President President President

④



**LAKE COUNTY
FLORIDA**

MODIFICATION OF CONTRACT

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

FISCAL & ADMINISTRATIVE SERVICES – DIVISION OF PROCUREMENT SERVICES
P.O. BOX 7800 • 315 W MAIN ST., TAVARES, FL 32778 • P 352 343 9839 • F 352 343 9473
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY J. SULLIVAN District 1
 SEAN M. PARKS, ANGRILLI District 2
 WENDY R. BREEDEN District 3
 LESLIE CAMPIONE District 4
 JOSH BLAKE District 5





LAKE COUNTY
FLORIDA

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: *3-27-2017*
4-4-17

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

"Earning Community Confidence Through Excellence in Service"

Office of Procurement Services
Tavares, Florida 32778-7800

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

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

Original



MES - Florida

3789 62nd 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

TABLE OF CONTENTS	
SECTION 1: Special Terms and Conditions	2
SECTION 2: Statement of Work	14
SECTION 3: General Terms and Conditions	16
SECTION 4: Pricing/Certifications/Signatures	20
SECTION 5: Attachments	23

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

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.

SECTION 1 – SPECIAL TERMS AND CONDITIONS

ITB Number: 17-0606

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

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

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

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

Section 1.9: Bonding Requirements

Not applicable to this solicitation.

Section 1.10: Delivery

The vendor shall make deliveries within ten (10) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In those 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 – SPECIAL TERMS AND CONDITIONS

ITB Number: 17-0606

Section 1.11.1: Deficiencies to be corrected by the Vendor

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

Section 1.12: Warranty

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

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

Section 1.13: Delivery of Solicitation Response

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

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

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

SECTION 1 – SPECIAL TERMS AND CONDITIONS

ITB Number: 17-0606

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

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

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

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

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

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

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

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

Section 1.14: Completion Requirements for Bids

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

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

SECTION 1 – SPECIAL TERMS AND CONDITIONS

ITB Number: 17-0606

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

SECTION 1 – SPECIAL TERMS AND CONDITIONS

ITB Number: 17-0606

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

ITB Number: 17-0606

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

ITB Number: 17-0606

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.

Vendors: 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

Change 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-responsible, 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 the bids will be resolved in consonance with current written procedure in that regard.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

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

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 vendor/employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

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

3.21 ASSIGNMENT

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

3.22 RESPONSIBILITY AS EMPLOYER

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

3.23 INDEMNIFICATION

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

including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the 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 authorized 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

ITB Number: 17-0606

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

3.30 PUBLIC RECORDS/COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records required by the County to perform the services identified herein. 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. 3. 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 therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

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

800.755.5111 (<http://www.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

The bidder must list below the dates of issue for each addendum received in connection with this ITB:

Addendum #1, Dated: November 22, 2016

Addendum #2, Dated: November 30, 2016

Addendum #3, Dated: _____

Addendum #4, Dated: _____

No Addendum was received in connection with this ITB.

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 No Charge for delivery/pickup: None
9. Does your firm have towing capabilities? Yes No
Towing charges: _____

10. Will your firm accept Visa Purchasing Cards or E-Payable form of payment? Yes No
11. Vendor contact for emergency and/or disaster service 24 hours/7 days per week:
Name: Jamie Robinson
Telephone: 727-521-2135 Cell: 727-686-0020
12. Exceptions to specifications:
Yes* _____ No None
- * If yes, insert a separate sheet immediately following this page detailing exceptions.**

SECTION 4 - PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 17-0606

By Signing this Bid the Bidder Attests and Certifies that:

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

Purchasing Agreements with Other Government Agencies

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

Certification Regarding Felony Conviction

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

Certification Regarding Acceptance of County VISA-based Payment System

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

Reciprocal Vendor Preference:

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

1. Primary business location of the responding vendor (city/state): 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 1851374 Prompt Payment Terms: Net % 30 days, net _____
 Signature: [Signature] Date: 12/9/2016
 Print Name: Janie 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: DANNA WILLIAMS Title: SENIOR CONTRACTING OFFICER

THE FOLLOWING DOCUMENTS ARE ATTACHED:

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

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 Runlike
City, State, ZIP	Stuart FL 34994
Contact Person	Chief William Schobel
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 plus 10%	\$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
VERTEX	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
OTHER BRANDS NOT LISTED:			
5.11	20%	N/A	Yes
Anchor Industries (Fire Shelters)	10%	\$25	No
Avon Manufacturing	5%	\$45	No
Bates (Wolverine)	10%	\$25	Yes
Black Diamond	15%	\$25	Yes
Blauer	List	\$35	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
Dutyman	5%	\$30	Yes
Eastern Fire Equipment Services	5%	\$95	No
Elbeco	5%	\$20	Yes
Energizer	10%	N/A	Yes
Ergodyne	20%	\$30	Yes
ESS	20%	\$22	Yes
Euranco (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
Fechheimer (Flying Cross)	5%	\$65	No
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
Hotstick	List	N/A	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
J-Tek/CMJ Manufacturing	List plus 5%	\$85	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	5%	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
Propper	5%	\$45	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
Samuel Broome	5%	N/A	No
San Mar	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
Simulaid	List	\$60	No
SM Smith	5%	\$35	No
Spiewak	5%	N/A	Yes
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
Team Wendy	List	\$60	No
Tru-Spec	10%	N/A	Yes
True North (Dragon Fire)	10%	\$30	No
Tyco	10%	\$35	Yes
UltraTec	15%	N/A	No
Under Armour	5%	N/A	No
Veridian – gloves, hoods, accessories	10%	\$35	Yes
VF Imagewear	5%	N/A	Yes
Vizcon	List	N/A	No
Warthog	5%	N/A	No
Workrite	10%	\$30	Yes
Yates	5%	\$37	No



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2016

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 this 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
Pannington CT 06032
860-678-4000

CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Travelers Property Casualty Co of America	NAIC # 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.

CLASS	TYPE OF INSURANCE	ADDL	SUBSR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTR		INSR	WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	630-3639A484-TIL	12/29/2015	12/29/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per 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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	810-3639A515-TIA	12/29/2015	12/29/2016	COMBINED SINGLE LIMIT (Per 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 OCCUR CLAIMS-MADE	N	N	NY15UMR800442IV	12/29/2015	12/29/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	UB-3639A484-15	12/29/2015	12/29/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEES \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RB: Did #17B 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



MES - Florida

3789 62nd 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)

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):

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

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:	

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	ADDITIONAL INSR	ADDITIONAL INSR	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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> 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 <input 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	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/A	UB-3639A484-15	12/29/2015	12/29/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMP/OYER \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RH: Bid #17B-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

**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 form; 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) _____
 (Apply to accounts established 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

Requester's name and address (optional)

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. Humphrey* Date: *11/3/14*

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/irb.

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.

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) _____
 Deposit to accounts maintained outside the U.S. _____

5 Address (number, street, and apt. or suite no.)
SUNTE 3135 75 REMITTANCE DRIVE

6 City, state, and ZIP code
CHICAGO, IL 60675-3135

7 List account number(s) here (optional)
LOCKBOX ADDRESS

Requester's name and address (optional)

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: *Subina H. Akhmed* 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/irg.

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), 1088-E (student loan interest), 1088-I (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 8.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct for 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.



Policy/Procedure

MES ADM - 35

Drug/Alcohol-Free Workplace
Policy

Approved by: 

Municipal Emergency Services, Inc.

Date issued: August 1st 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 extent 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 advertisements 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.mvmsportal.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 principals 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

4/15/2014
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.

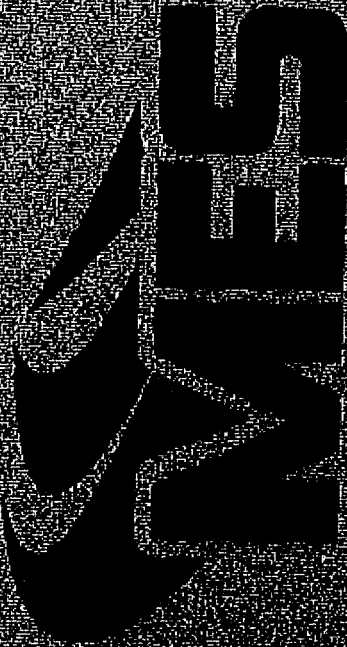
To implement this policy, Municipal Emergency Services, Inc. has established Affirmative Action Programs by which we undertake that:

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.

A handwritten signature in black ink, appearing to read "Thomas X. Hubregsen".

Thomas X. Hubregsen,
President
January 1, 2014



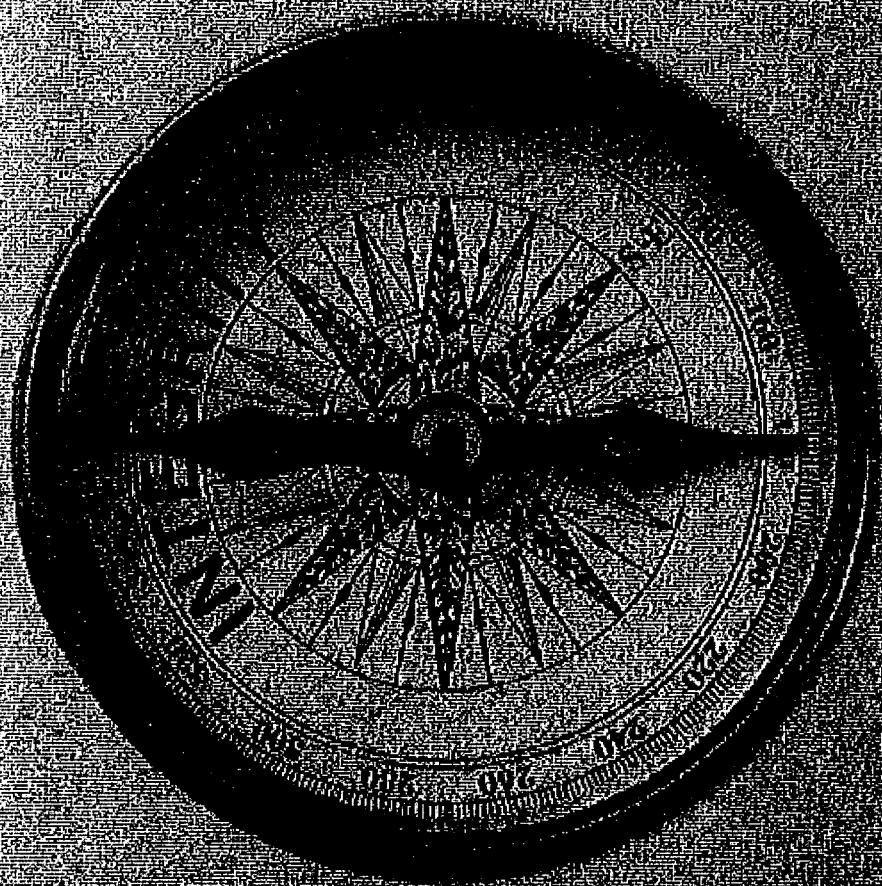
EMERGENCY SERVICES, INC.

LAWMEN
SUPPLY COMPANY

INTEGRITY POLICY

&

CODE OF CONDUCT



THE UNIVERSITY OF CHICAGO
LIBRARY

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.

As 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

CONTENTS

THE CODE OF CONDUCT	THE INTENT	THE POLICIES
COMPANY CODE OF CONDUCT	06	WORKING WITH CUSTOMERS
		10
	YOUR DUTIES AS A COMPANY EMPLOYEE	WORKING WITH SUPPLIERS
	07	11
	YOUR DUTIES AS A COMPANY LEADERS	CONDUCTING BUSINESS WITH
	08	GOVERNMENTS
	09	12
	HOW TO REPORT A CONCERN OR VIOLATION	FINANCIAL CONTROLS AND RECORDS
		13
		ANTI-TRUST LAWS
		14
		CONFLICTS OF INTEREST
		15
		FAIR EMPLOYMENT PRACTICES
		16
		ENVIRONMENT, HEALTH & SAFETY
		17
		IMPROPER PAYMENTS
		18
		CYBER SECURITY & PRIVACY
		19
		KEY QUESTIONS OF INTEGRITY
		20

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.

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.

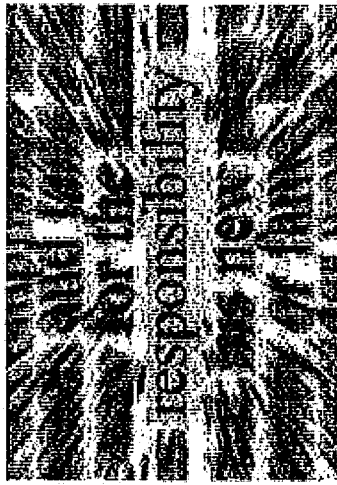
YOUR DUTIES AS COMPANY EMPLOYEES

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.

YOUR DUTIES AS COMPANY LEADERS

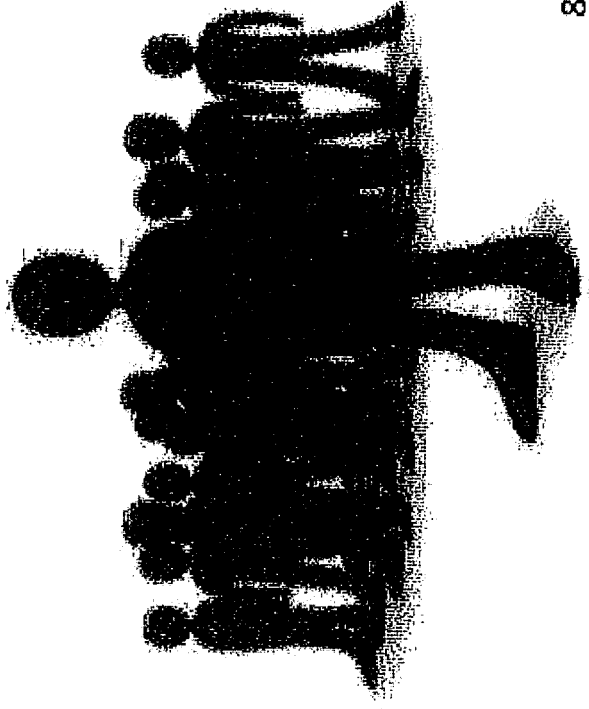
The Company holds its leaders accountable for creating a culture of compliance in which employees understand their responsibilities and feel comfortable raising concerns without fear of retaliation. Leaders' responsibilities span prevention, detection and response to compliance issues.

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

To express a concern or to report a violation:
Contact your Manager or
via email: 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 NFPA 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 MIES breach of ethical business practices
- A request by an MIES 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 MIES 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

Revised on 03/06/2015

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 violation 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.

