4

SUBJECT: PIGGYBACK # 21-0714G REPAIR SERVICES FOR LAKE COUNTY VEHICLES AND OPERATING EQUIPMENT

BID #: PSC-0408-24 **OPEN DATE:** N/A

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – DATE OF CONTRACT EXECUTION THROUGH SEPTEMBER 30, 2024

AGENCY: FLEET MANAGEMENT

BASIS OF AWARD: PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: N/A **NUMBER RECEIVED:** N/A **OTHER:** N/A

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Repair Services for Lake Country Vehicles and Operating Equipment, Contract # 21-0714G with Ten-8 Fire & Safety, LLC for the purpose of refurbishing three (3) pumpers from Ten-8 Fire & Safey, LLC. Total expenditure amount not-to-exceed $1,300,000.00. Period of service will be from date of contract execution through September 30, 2024.

Funding Source: 51101.114005.564090.000000.00000000.00000.0000000 to be executed by formal contract agreement through the Office of General Council and processed via Purchase Order(s)

ATTACHMENTS: Recommendation Memo, Risk Management Approval, Supplier Quote, Piggyback RFP & Contract

ANALYST: _____
Corey Sidlo

RESPECTFULLY SUBMITTED: _____
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: CRIS TONGOL, CHIEF, FLEET MANAGEMENT

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FINANCE AND ADMINSTRATION DEPARTMENT

FLEET MANAGEMENT DIVISION

Jacksonville
Where Florida Begins.

Date: May 7, 2024

To: Dustin Freeman, Chief of Procurement Division

From: Cris Tongol, Chief of Fleet Management

Thru: Erik Preacher, Fleet Management Administrator

Re: Request Approval to Piggyback 21-0714G Repair Services for Lake County Vehicles and Operating Equipment

Fleet Management is requesting approval to piggyback 21-0714G Repair Services for lake County Vehicles and Operating Equipment for the purpose of refurbish (3) pumpers from Ten-8 Fire 7 Safety LLC. Period of Service is Date of Award through September 30, 2024. Estimated amount of expenditure is $1,300,000.00.

Funding Source: 51101.114005.564090.00000.00000000.0000000.00000

2581 Commonwealth Ave. Jacksonville, FL 32254 Phone: 904.255-7499 Fax: 904.381.4607 www.coj.net

APPROVED
By Kevin at 9:22 am, May 07, 2024

TEN8F-1

OP ID: SP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/06/2024

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 941-484-0681
Gifford-Heiden Ins Inc
111 E Venice Avenue
Venice, FL 34285`
Nicole T Gifford

CONTACT NAME: Nicole T Gifford
PHONE (A/C, No, Ext): 941-484-0681 FAX (A/C, No): 941-485-3835
E-MAIL ADDRESS: nikkigifford@giffordheidenins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Valley Forge Insurance Co	20508
INSURER B: National Fire Ins Co	20478
INSURER C: Continental Casualty Co	20443
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
TEN-8 FIRE & SAFETY, LLC
Ten-8 Fire Equipment
Ten-8 Fire & Safety Equipment of Georgia
2904 59th Ave Dr E
Bradenton, FL 34203

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contract Liab X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	2091595545	07/30/2023	07/30/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X PIP $10000 X Gar Liab	X	X	2071988532	07/30/2023	07/30/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			2048055914	07/30/2023	07/30/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	2067574121	01/01/2024	01/01/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Garage Liab			2071988532	07/30/2023	07/30/2024	OCC/AGG	1m/2m
B	GKLL Phy Dmg			2071988532	07/30/2023	07/30/2024	GKL	1,600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract #21-0714G
Project-Repair Services for Lake Co Vehicles/ Operating Equipment

CERTIFICATE HOLDER

JACK008

City of Jacksonville
117 W Duval Street #335
Jacksonville, FL 32202

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

Nicole Gifford

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The City of Jacksonville its members, officials, officers, employees and agents are named as Additional Insured with regard to General Liability and Auto Liability. Coverages are Primary & Non-Contributory. A waiver of subrogation in favor of The City of Jacksonville its members, officials, officers, employees and agents applies to General Liability, Auto Liability and Workers Compensation. 30 day notice of cancellation to The City of Jacksonville applies to all policies.

TEN8F-1

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111 E Venice Avenue
Venice, FL 34285
Nicole T Gifford

CONTACT NAME: Nicole T Gifford
PHONE (A/C, No, Ext): 941-484-0681 FAX (A/C, No): 941-485-3835
E-MAIL ADDRESS: nikkigifford@giffordheidenins.com

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INSURER D:	
INSURER E:	
INSURER F:	

INSURED
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contract Liab X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	2091595545	07/30/2023	07/30/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Emp Ben.	$ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X PIP $10000 X Gar Liab	X	X	2071988532	07/30/2023	07/30/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			2048055914	07/30/2023	07/30/2024	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	2067574121	01/01/2024	01/01/2025	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
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Contract #21-0714G
Project-Repair Services for Lake Co Vehicles/ Operating Equipment

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AUTHORIZED REPRESENTATIVE

Nicole T Gifford

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LAKE COUNTY, FL

REAL FLORIDA · REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Two (2) Effective Date: 10/1/2023	Contract Number: 21-0714G Title: Repair Services for Lake County Vehicles and Operating Equipment Effective Date: 10/01/2021
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765 Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	Contractor Name and Address: Name: Ten-8 Fire & Safety, LLC Address: 141 Maritime Dr City: Sanford, FL 32771 ATTENTION: Floyd Hicks fhicks@ten8fire.com

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. 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 for price redetermination per the attached and to extend the agreement for one annual term to expire on 09/30/2024.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Floyd Hicks	Signature: Gretchen Bechtel, Contracting Officer II — Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2023.06.06 13:03:29 -04'00'
Print Name: Floyd Hicks	Print Name:
Title: Service Manager	Title:
Date: 6/6/23	Date:
E-mail: fhicks@Ten8fire.com	
Secondary E-mail:	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

Type Your Firm's Name Here

SAVE AND SUBMIT AS AN EXCEL FILE

The Contractor shall furnish all labor, materials, tools, transportation and equipment necessary to provide services to County owned vehicles and equipment. Services will be performed in accordance with the specifications listed in the solicitation. The Contractor may provide any or all services. This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.

All pricing shall be FOB Destination unless otherwise specified in this solicitation document.

LABOR RATES: Please insert the labor rate per hour for repair services. Note: Hourly rates for service at a site other than the vendor's facility (County facility/site) (OFF SITE) shall include vendor's travel time and mileage to and from the facility; these items will not be paid as a separate charge on invoice.

Description	Hourly Rate
1. Hourly labor rate for repairs and service Monday-Friday, 8:00 am to 5:00 pm – AT VENDOR FACILITY	$140.00
2. Hourly labor rate for repairs and service Monday-Friday, 5:01 pm to 7:59 am, Saturdays, Sundays, Holidays – AT VENDOR FACILITY	$185.00
3. Hourly labor rate for repairs and service Monday-Friday, 8:00 am to 5:00 pm – OFF SITE	$160.00
4. Hourly labor rate for repairs and service Monday-Friday, 5:01 pm to 7:59 am, Saturdays, Sundays, Holidays – OFF SITE	$250.00

PARTS DISCOUNT RATES: Please insert discount as a percentage that would be subtracted from the list price for parts used in repairs:

Parts Discount Percentage (%) off List Price	5.00%

MISCELLANEOUS RATES: Please insert rates per each repair for miscellaneous service fees and charges including, but not limited to, miscellaneous shop charges, environmental charges, disposal fees, etc., if applicable. No charges will be paid by the County if not listed in the vendor's bid.

Description	Per Repair Cost
Shop Charges	8% of labor
Environmental Charges	
Disposal Fees	
Other (please list if any):	

TOWING/DELIVERY RATES: If provided by your firm, please insert the rates for towing and delivery/pickup (or attach a copy of your written towing prices and note "see attached"):

Description	Per Mile Cost
Regular Towing service - Monday - Friday; 8 am - 5 pm; within 24 hour response	
Emergency Towing Service - Monday - Friday; 5:01 pm to 7:59 am, All Day on Saturdays, Sundays, Holidays within 2 hour response time)	
Vehicle Delivery	$75.00
Pickup of Operable Vehicle Needing Repair	$75.00

PRICING SHEET GENERAL INFORMATION

1. Shop Location:	
Shop Telephone and Fax Number:	
2. Parts price list Used and date of Price Lis	
3. Minimum Order (if any)	
4. Handling Fee if less than minimum order:	
5. Response Time (from initial contact and delivery to repairs being conducted):	
6. Does your firm offer pick up and delivery of vehicles and equipment?	**Choose One**
7. Does your firm have towing capabilities:	**Choose One**
8. Vendor contact for emergency and/or disaster service 24 hours / 7 days a week:	
9. Exceptions to specifications (If yes, upload a separate sheet with exceptions detailed):	**Choose One**

The following information is required for a price redetermination to be considered.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0.00%
Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0.00%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0.00%

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LAKE COUNTY, FL

REAL FLORIDA · REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:One (1) Effective Date: 10/1/2022	Contract Number: 21-0714G Title: Repair Services for Lake County Vehicles and Operating Equipment Effective Date: 10/01/2021
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire & Safety, LLC Address: 141 Maritime Dr City: Sanford, FL 32771 ATTENTION: Floyd Hicks fhicks@ten8fire.com
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 return this form to Procurement Services within ten (10) days after receipt. 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 for price redetermination per the attached and to extend the agreement for one annual term to expire on 09/30/2023.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature:	Signature: Gretchen Bechtel, CPPB, Contracting Officer II — Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.04.19 09:58:37 -04'00'
Print Name: Richard Dowick	Print Name:
Title: chief operating officer	Title:
Date: 4/19/22	Date:
E-mail: rdowick@ten8fire.com	
Secondary E-mail: kchapman@ten8fire.com	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

Type Your Firm's Name Here

SAVE AND SUBMIT AS AN EXCEL FILE

The Contractor shall furnish all labor, materials, tools, transportation and equipment necessary to provide services to County owned vehicles and equipment. Services will be performed in accordance with the specifications listed in the solicitation. The Contractor may provide any or all services. This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.

All pricing shall be FOB Destination unless otherwise specified in this solicitation document.

LABOR RATES: Please insert the labor rate per hour for repair services. Note: Hourly rates for service at a site other than the vendor's facility (County facility/site) (OFF SITE) shall include vendor's travel time and mileage to and from the facility; these items will not be paid as a separate charge on invoice.

Description	Hourly Rate
1. Hourly labor rate for repairs and service Monday-Friday, 8:00 am to 5:00 pm – AT VENDOR FACILITY	$130.00
2. Hourly labor rate for repairs and service Monday-Friday, 5:01 pm to 7:59 am, Saturdays, Sundays, Holidays – AT VENDOR FACILITY	$175.00
3. Hourly labor rate for repairs and service Monday-Friday, 8:00 am to 5:00 pm – OFF SITE	$145.00
4. Hourly labor rate for repairs and service Monday-Friday, 5:01 pm to 7:59 am, Saturdays, Sundays, Holidays – OFF SITE	$225.00

PARTS DISCOUNT RATES: Please insert discount as a percentage that would be subtracted from the list price for parts used in repairs:

Parts Discount Percentage (%) off List Price	5.00%

MISCELLANEOUS RATES: Please insert rates per each repair for miscellaneous service fees and charges including, but not limited to, miscellaneous shop charges, environmental charges, disposal fees, etc., if applicable. No charges will be paid by the County if not listed in the vendor's bid.

Description	Per Repair Cost
Shop Charges	
Environmental Charges	
Disposal Fees	
Other (please list if any):	
Shop Supplies	8% of labor

TOWING/DELIVERY RATES: If provided by your firm, please insert the rates for towing and delivery/pickup (or attach a copy of your written towing prices and note "see attached"):

Description	Per Mile Cost
Regular Towing service - Monday - Friday; 8 am - 5 pm; within 24 hour response	
Emergency Towing Service - Monday - Friday; 5:01 pm to 7:59 am, All Day on Saturdays, Sundays, Holidays within 2 hour response time)	
Vehicle Delivery	$75 per/hr per/ person
Pickup of Operable Vehicle Needing Repair	$75 per/hr per/ person

PRICING SHEET GENERAL INFORMATION

1. Shop Location:	141 Maritime Dr. Sanford, FL 32771
Shop Telephone and Fax Number:	407-328-5081
2. Parts price list Used and date of Price Lis	
3. Minimum Order (if any)	
4. Handling Fee if less than minimum order:	
5. Response Time (from initial contact and delivery to repairs being conducted):	
6. Does your firm offer pick up and delivery of vehicles and equipment?	Yes
7. Does your firm have towing capabilities:	No
8. Vendor contact for emergency and/or disaster service 24 hours / 7 days a week:	
9. Exceptions to specifications (If yes, upload a separate sheet with exceptions detailed):	No

The following information is required for a price redetermination to be considered.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	20.00%
Which does the firm use: Diesel fuel or Gasoline?	Gasoline
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	65.00%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0.00%

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LAKE
COUNTY, FL
REAL FLORIDA • REAL CLOSE

CONTRACT NO. 21-0714G
For
Repair Services for Lake County Vehicles and Operating Equipment

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Ten-8 Fire and Safety, LLC** (hereinafter "Contractor") to supply **Repair Services for Lake County Vehicles and Operating Equipment** to the County pursuant to County Bid number **21-0714** with any included addenda (hereinafter "Bid"), with an opening date of 06/01/201, and Contractor's Bid response dated 5/10/2021, thereto with all County Bid provisions governing.

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

Attachments: Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 - Submittal Form, Attachment 2 – Pricing Sheet, Attachment 3 – Equipment List,

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 and Waiver of Subrogation.

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

This Contract is effective from 10/1/2021 through 9/30/2022, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

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

LAKE COUNTY, FLORIDA

By: *Gretchen Bechtel*

Contracting Officer II

Date: 9/14/2021

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

EXHIBIT A – SCOPE OF SERVICES
REPAIR SERVICES FOR VEHICLES AND OPERATING EQUIPMENT, AS NEEDED

21-0714

1. SCOPE OF SERVICES

Contractor(s) shall provide repair service for County owned vehicles and operating equipment as needed. A list of the vehicle and equipment brands currently owned and maintained by the County is included in Attachment 4. Types of services and repairs that may be required under the resulting contract(s) include but are not limited to: hydraulic, drive-train, electrical, chassis, heating/air conditioning, transmission, wheel alignment, tire balancing, suspension, steering, welding, retrofitting, up fitment and restoration.

2. CONTRACTOR'S RESPONSIBILITIES

2.1. The Contractor shall furnish all labor, materials, tools, and equipment necessary for satisfactory contract performance and as recommended by the vehicle or equipment manufacturer(s). All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Fleet Manager.

2.2. The Contractor shall have the capability of transporting and storing vehicles. The vehicle shall be stored in a safe, secure location. Storage shall be at no charge to County.

2.3. The Contractor shall have or have access to a clean, complete, and modern facility.

2.4. The Contractor shall submit a written estimate via e-mail (FleetMaintenance@lakecountyfl.gov) to the Fleet Maintenance Division within twenty-four (24) hours after receiving the vehicle for estimate.

2.5. The Contractor shall include on each estimate: County vehicle number, VIN, estimated start and completion dates, labor hours and rate per hour as submitted in bid, itemized listing of replacement repair parts showing retail list price of each part less Contractor's discount percentage.

2.6. The Contractor shall complete the repairs in a timely manner after the authorization for repair is received.

2.7. The Contractor shall provide parts or maintenance certified (remanufactured) parts which meet or exceed Original Equipment Manufacturer (OEM) standards. Maintenance certified parts shall be warranted for merchantability and carry a warranty equal to new products.

2.8. The Contractor shall guarantee repairs against any and all defects in workmanship, parts or materials, and will return the vehicle to the manufacturer's specifications.

2.9. The Contractor shall guarantee all work performed shall be subject to an unconditional repair warranty of one (1) year / 12,000 miles on labor and the repair parts shall have the standard manufacturer's warranty.

2.10. The Contractor shall keep all damaged/nonworking parts which are replaced for a minimum of fourteen (14) days for inspection by the County, unless prior approval is received.

2.11. The Contractor shall ensure that the County has received the latest version of any MSDS forms required by 29 CFR 1910.1200 for any hazardous material.

3. COUNTY RESPONSIBILITIES

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

3.2 The County reserves the right to add or delete services, equipment, vehicles, and brands from this contract as needed.

3.3 The County will review estimates and approve the requested repair work. No work shall commence without the County's approval.

3.4 The County will inspect all work before the acceptance of the repaired vehicles or equipment. All returned work must be completed within seven (7) calendar days and at the Contractor's expense according to industry standards.

3.5 The County reserves the right to cancel orders or require the Contractor to replace all items received that do not conform to specifications or are deemed defective.

4. DELIVERY REQUIREMENTS AND ACCEPTANCE

The Contractor shall deliver repaired items to the **Fleet Maintenance Shop, 20423 Independence Blvd., Groveland, FL 34736** during normal Fleet business hours only **(Monday-Friday, 8:00 a.m. - 5:00 p.m.)**

5. FACILITIES SHALL BE PROVIDED IN CENTRAL FLORIDA BY THE VENDOR

Offers will only be accepted from vendors which have service facilities that are in Central Florida (defined as Lake, Osceola, Orange, Seminole, Volusia, Marion, Polk, and Sumter counties). Service facilities are defined as facilities that can provide a full range of parts and repairs for the items covered by this solicitation and resultant contract.

5.1 The County reserves the right to perform an inspection of these service facilities during the offer evaluation period, and any time during the term of the contract, and to use this inspection as a means for determining the vendor to which award will be made under this solicitation. The acceptability of the size, location, level of security, and overall functionality of the service facility shall be determined by the County in consideration of the contract requirements. The County's best interests shall prevail in this regard, and the decision of the County shall be final.

6. TOWING SERVICE

Contractors that have the ability, shall provide twenty-four (24) hours, seven (7) days a week, towing services. All vehicles under this service shall be towed directly to the Contractor's repair shop, unless otherwise stipulated by the County.

6.1 Regular towing service is defined as being performed during normal business hours (Monday – Friday, 8:00 a.m. – 5:00 p.m.) from any location within the County. Regular towing service shall include a response time within a twenty-four (24) hours after receiving notification of work.

6.2 Emergency towing service shall be defined as being performed outside of the normal business hours listed in Sub Section 6.1 from any location within the County. Emergency towing service shall include a response time within two (2) hours after receiving notification of work.

7. PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations should be made within 30 calendar days of the anniversary date of the Contract. Unless otherwise expressly set forth in the Contract, no other price redeterminations will be allowed.

7.1. Basis for Price Redeterminations. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the *Bureau of Labor Statistics site here*. The base index number will be based on the solicitation's opening date. Subsequent price redeterminations will use the last approved price redetermination as the base index number. The County shall have the right to audit the Contractor's records to verify/investigate the validity of any request. Contractor will be required to petition for a price redetermination decrease if pricing decreases. Failure to make such petition may be grounds for contract termination and shall entitle the County to a refund of the cumulative prior price redeterminations increase paid.

7.2. Wage Price Redetermination. Contractor should utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group from the Bureau of Labor Statistics located on the *Statistics Site here*. The base figure will be tied to trade, transportation, and utilities under the heading Service Providing Industries. Wage price redetermination increases will be considered only by reason of wage increases associated with the Contractor's employees performing Contract work.

7.3. Minimum Wage Price Redetermination. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County will grant an increase matching the minimum wage increase.

7.4. Fuel Price Redetermination. If fuel prices change by a minimum of ten percent, Contractor may petition for a fuel price redetermination. Fuel price redetermination are based upon changes as documented by the Producer Price Index (PPI) for the commodities "Unleaded Gasoline - WPU057104" or "#2 diesel fuel - WPU057303," as applicable to the Contractor's performance of the Contract.

7.5. Materials Price Redetermination. Contractor may petition for a materials price redetermination. As a condition of petitioning for a materials price increase, Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity as published by the Bureau of Labor Statistics.

7.6. Expiration Upon Failure to Agree to Price Redetermination. If the County and Contractor cannot agree to a price redetermination, the Contract will automatically expire without penalty or further expense to either party after a period of six months following the Contractor's initial request for such price redetermination. The County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible contractor.

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Vendor shall provide proof of insurance capabilities, including but not limited to, the requirements of this Solicitation. Coverage does not have to be in effect prior to a Purchase Order or Contract being executed by the County.

Awarded Vendor (Contractor) shall provide an original certificate of insurance reflecting coverage in accordance with the requirements of this Exhibit B within five working days of such request. It must be received and accepted by the County prior to contract execution and before work begins.

Contractor shall provide and maintain insurance policies with a company(ies) authorized to do business in the State of Florida, and which are acceptable to the County, insuring the Contractor against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services, or obligations of the Contractor under the terms and provisions of the Contract without cost or expense to the County during the entire term of any Contract. Contractor is responsible for timely provision of certificates 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, must ensure the Contractor in accordance with the following minimum limits:

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

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

   Coverage must be provided on a per project basis.

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

Combined Single Limit	$1,000,000

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

4. Employers' Liability insurance with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

5. The following additional coverage must be provided if a dollar value is inserted below:

   Loss of Use at coverage value: $ _1,000,000_____

   Garage Keepers Liability at coverage value: $ ___1,000,000_____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, must be named as additional insured as the County's interest may appear on all applicable liability insurance policies. With regards to General Liability, additional insured for

ongoing operations (CG 2010 or equivalent) and products and completed operations (CG 2037 or equivalent) must be provided.

The certificates of insurance must 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 County.

Contractor must provide a copy of all policy endorsements reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. ***(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).***

Certificates of insurance must identify the applicable solicitation number in the Description of Operations section of the Certificate. Certificate Holder must be:

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

Certificates of insurance must evidence a waiver of subrogation in favor of the County, that coverage will 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.

Contractor will be responsible for subcontractors and subcontractors' insurance. Subcontractors must provide certificates of insurance to the Contractor evidencing coverage and terms in accordance with the Contractor's requirements.

All self-insured retentions must appear on the certificates and will be subject to approval by the County. At the option of the County, the insurer must reduce or eliminate such self-insured retentions, or the Contractor or subcontractor must procure a bond guaranteeing payment of losses and related claims expenses.

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

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 Contractor or subcontractors, nor a failure to disapprove that insurance, will relieve the Contractor or subcontractors of full responsibility for liability, damages, and accidents as set forth in this solicitation or any contract arising from this solicitation.

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LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

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LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

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

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

A. Vendor Qualification: The County requires 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 – as required by the Internal Revenue Service.
   5. Americans with Disabilities Act (ADA).
   6. Conflict of Interest.
   7. Debarment Disclosure Affidavit.
   8. Nondiscrimination.
   9. Family Leave.
   10. 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, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new one with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.

I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and 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 Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.

B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes 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 Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.

D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal".

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. "Related parties" mean the Vendor or the principals of the Vendor which have a direct or indirect ownership interest in another Vendor for the same contract or in which a parent company or the principals of the parent company of one Vendor have a direct or indirect ownership interest in another Vendor for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors 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.

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.

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. 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.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will 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 necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all Proposals 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. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor is capable of performing the requirements of a solicitation.

E. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.

F. Any tie situations will be resolved in consonance with current written procedure in that regard.

G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

H. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the Procurement Protest Procedures site.

GRANT FUNDING

In the event any part of a 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. Contractors are advised that payments under the Contract may be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available from the Florida Department of State, Division of Corporations, by visiting the Florida Department of State home page.

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Vendor will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Vendor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Vendor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor 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.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will 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 the parties. The failure of any party 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 of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Vendor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The vendor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a 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 its employees or applicants for employment. The Vendor understands that any Contract is conditioned upon the veracity of this statement.

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 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 Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

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

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply in these regards may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation 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 provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

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

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Vendor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the

satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

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 (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. Except for items 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 to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered as a result of a solicitation will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will 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 products or services is accepted by the County and must be in compliance with the terms in the contract, fully in accord with the specifications and of the highest quality.

Any goods or services purchased as a result of a solicitation 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 Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense, requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges 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 a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Vendor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. 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 a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors in the event that fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will 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 Contractor 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 Contractor 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 Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must 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 County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the

term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Vendor's operation on the property. In the event the Vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation and will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer; provided, however, that the County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Vendor.

TRUTH IN NEGOTIATION CERTIFICATE

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 for each Contract that exceeds One Hundred Ninety-Five Thousand dollars ($195,000.00). Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will 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 will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply; the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees 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.

MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must 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.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' 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 Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, 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 attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

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

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 will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given ten (10) days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other 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 attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor 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 Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three (3) complete calendar years following expiration of the Agreement. The Contractor 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.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

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 must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under this Agreement.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, by mail, Office of Procurement Services, Attn: Ron Falanga, P.O. Box 7800 Tavares, FL 32778.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.

B. 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.

D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the 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 or termination 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 or termination 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.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

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

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing PO will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing in this PO will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must 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).

E-VERIFY

Upon award of a Contract, the Contractor 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 all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors 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 all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under this Agreement, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract, but will not be liable for delays resulting from force majeure or other causes beyond 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 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.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may 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 will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, PO Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or purchasing@lakecountyfl.gov.

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The undersigned hereby declares that: Ten-8 Fire & Safety, LLC has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **REPAIR SERVICES FOR LAKE COUNTY VEHICLES AND OPERATING EQUIPMENT, AS NEEDED** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

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

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

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for four (4) subsequent one (1) year renewals. Renewals are contingent upon mutual written agreement.

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

Contract prices resultant from this solicitation will prevail for the full duration of the Contract unless otherwise indicated elsewhere. Prior to completion of each exercised term, the County may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics. Refer to Exhibit A – Scope of Services. It is the Contractor's responsibility to request in writing any pricing adjustment under this provision.

2.0 METHOD OF PAYMENT

The Contractor must submit an accurate invoice to the County's using department. The date of the invoice must be after delivery but no more than 30 calendar days after delivery. Invoices must reference the: purchase or task order; delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

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

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the Lake County General Terms and Conditions page and accept the Lake County General Terms and Conditions dated 10/10/2019 as written including the Proprietary/Confidential Information section. YES Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

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

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

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

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

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

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

8.0 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:

A. Primary business location of the responding Vendor: Sanford, Florida
B. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: NO If "yes" is checked, provide supporting detail: Click or tap here to enter text.

9.0 GENERAL VENDOR INFORMATION:

Firm Name: Ten-8 Fire & Safety, LLC

Street Address: 141 Maritime Drive

City: Sanford State and ZIP Code: Florida, 32771

Mailing Address (if different): Click or tap here to enter text.

Telephone: 407-328-5081 Fax: Click or tap here to enter text.

Federal Identification Number / TIN: 59-2812764

DUNS Number: 039680376

10.0 SUBMITTAL SIGNATURE:

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

Name of Legal Representative Submitting this Proposal: *Floyd Hicks*

Date: 5/26/2021

Print Name: Floyd Hicks

Title: Service Manager

Primary E-mail Address: fhicks@ten8fire.com

Secondary E-mail Address: Click or tap here to enter text.

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

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Type Your Firm's Name Here

SAVE AND SUBMIT AS AN EXCEL FILE

The Contractor shall furnish all labor, materials, tools, transportation and equipment necessary to provide services to County owned vehicles and equipment. Services will be performed in accordance with the specifications listed in the solicitation. The Contractor may provide any or all services. This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.

All pricing shall be FOB Destination unless otherwise specified in this solicitation document.

LABOR REQUIREMENTS: Please indicate the per hour or repair service rate. Hourly rates are based on a standard work week. Vendor's facility/County facility (OFF SITE) shall include vendor's overhead, administrative and indirect costs. Rates will be kept at a competitive rate.

Description	Hourly Rate
1. Hourly labor rate for repairs and service Monday-Friday, 8:00 am to 5:00 pm – AT VENDOR FACILITY	$115.00
2. Hourly labor rate for repairs and service Monday-Friday, 5:01 pm to 7:59 am, Saturdays, Sundays, Holidays – AT VENDOR FACILITY	$175.00
3. Hourly labor rate for repairs and service Monday-Friday, 8:00 am to 5:00 pm – OFF SITE	$130.00
4. Hourly labor rate for repairs and service Monday-Friday, 5:01 pm to 7:59 am, Saturdays, Sundays, Holidays – OFF SITE	$225.00

PARTS DISCOUNT REQUIREMENTS: Please indicate a discount percentage that will be applied from the Vendor's current price list.

Parts Discount Percentage (%) off List Price	5.00%

MISCELLANEOUS REQUIREMENTS: Please indicate the per repair or miscellaneous charges and fees, including but not limited to miscellaneous shop charges, environmental charges, disposal fees, etc., and/or fees. No fees will be paid by the County/Otherwise in the vendor's bid.

Description	Per Repair Cost
Shop Charges	
Environmental Charges	
Disposal Fees	
Other (please list if any):	
Shop Supplies	8% of Labor
Crate charges for large parts	

TOWING/DELIVERY REQUIREMENTS: If provided by your firm, please insert the rates for towing and delivery/pickup for vehicles or equipment without operable power (not included).

Description	Per Mile Cost
Regular Towing service - Monday - Friday; 8 am - 5 pm; within 24 hour response	
Emergency Towing Service - Monday - Friday; 5:01 pm to 7:59 am, All Day on Saturdays, Sundays, Holidays within 2 hour response time)	
Vehicle Delivery	$65.00 per/hr per/person
Pickup of Operable Vehicle Needing Repair	$65.00 per/hr per/person

PRICING SHEET GENERAL INFORMATION

1. Shop Location:	141 Maritime Dr, Sanford Florida 32771
Shop Telephone and Fax Number:	407-328-5081
2. Parts price list Used and date of Price Lis	
3. Minimum Order (if any)	
4. Handling Fee if less than minimum order:	
5. Response Time (from initial contact and delivery to repairs being conducted):	Unit will be looked at within 8 hours of being delivered at a pre-scheduled time.
6. Does your firm offer pick up and delivery of vehicles and equipment?	Yes
7. Does your firm have towing capabilities:	No
8. Vendor contact for emergency and/or disaster service 24 hours / 7 days a week:	407-328-5081
9. Exceptions to specifications (If yes, upload a separate sheet with exceptions detailed):	Choose One

The following information is required for a price redetermination to be considered.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0.00%
Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0.00%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0.00%

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

Type Your Firm's Name Here

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VEHICLE/EQUIPMENT BRANDS LIST

The County maintains a variety of vehicle and equipment brands that include the following. Please select "yes" or "No" for the brand(s) that your firm can support/service.

Brand/Description	Select "Yes" or "No" if supported by your firm:
Alamo	No
Amer	No
Balderson	No
Bil-Jax	No
Bluebird	No
Bobcat	No
Buick	No
Bush Hog	No
Bushwhacker	No
Case	No
Caterpillar	No
CH&E	No
Champion	No
Chevrolet	No
Chrysler	No
Clark	No
Combee	No
Cummins	No
Davids	No
Diamondback	No
Detroit Diesel Allison	No
Dixie Chopper	No
Dodge	No
East Rock	No
Echo	No
El Dorado	No
Etnyre	No
Evinrude	No
Excel	No
Exmark	No
Express	No
EZ Go Textron	No
Fermont	No
Ford (Auto-Light, Heavy)	No
Ford (Industrial Equipment)	No
Freightliner	No
Frontier	No
Galbreath	No
Gator	No

Gen Set	No
Generac	No
General Coach	No
General Motors	No
Gladiator	No
Gormann Rupp	No
Gradall	No
Great Dane	No
Hefty Herman	No
Heil Equipment	No
Hesco	No
Honda (Auto)	No
Honda (Equipment)	No
Hyster	No
Ingersoll Rand	No
Interstate	No
Isuzu	No
JCB	No
Jeep	No
John Deere (Small Equipment)	No
John Deere (Heavy Equipment)	No
Johnson Outboard	No
Kawasaki (Heavy Equipment)	No
Kohler	No
Komatsu	No
Kubota	No
Landpride	No
Lee Boy	No
Mack	No
Malettie	No
Massey Ferguson	No
Mercury Outboard	No
Miller Equipment	No
Minneapolis Moline	No
International (Auto-Medium, Heavy)	No
International (Equipment)	No
Neal	No
New Holland	No
Nissan	No
Onan	No
Pace	No
Packmore	No
Peerless	No
Peterbilt	No
Pierce Fire Trucks	Yes
Polarkraft (Boat, Trailer)	No
Ram-Lin	No
Rhino	No
Rollins	No

Rosco	No
Sakai	No
Sanbo	No
Sand Pro	No
Scag	No
Snapper	No
Star Tran (Bus)	No
Steco	No
Sterling	No
Stihl Equipment	No
Summitt	No
Superior (Bus)	No
Supreme (Bus)	No
ThermoKing	No
Toro	No
Toyota	No
Triple Crown	No
Turtle Top	No
Vermeer	No
Versa Lift	No
Waldon	No
Yazoo	No
Yale Industrial Equipment	No