LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: October 1, 2016	2. Contract No.: 15-0621 Effective Date: October 1, 2015
3. Contracting Officer: D. Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: Done Right Fire Gear Repair Inc. 7621 Maryland Avenue Hudson FL 34667 Attn: Teresa Moulton
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.

7. DESCRIPTION OF MODIFICATION:

Contract modification to extend the contract for one (1) additional year, expiring September 30, 2017.

8. Contractor's Signature **REQUIRED** Name: Teresa L. Moulton Title: CEO Date: 5/20/16	9. Lake County, Florida By: D Villinis Senior Contracting Officer 5-20-16 Date

10. Distribution:

Original – Bid/Contract File
Copies – Contractor, Department

LAKE COUNTY
FLORIDA

CONTRACT NO. 15-0621

Personal Protective Equipment Inspection, Cleaning, and Repair

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the proposal of Done Right Fire Gear Repair, Inc. (hereinafter "Contractor") to supply inspection, cleaning, and repair services for personal protective equipment to the County pursuant to County RFP number 15-0621 (hereinafter "RFP"), addenda nos. (N/A), and Contractor's proposal opened June 30, 2015, thereto with all County RFP provisions governing.

A copy of the Contractor's signed proposal 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: (None)

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.

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 or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from October 1, 2015 through September 30, 2016, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) additional one year renewal options at Lake County's sole option, per the terms noted in the RFP.

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

LAKE COUNTY, FLORIDA

By: _____
Senior Contracting Officer

Date: 9-15-2015

Distribution: Original-RFP File
Copy-Vendor
Copy-Department

LAKE COUNTY
FLORIDA

REQUEST FOR PROPOSAL (RFP)

PERSONAL PROTECTIVE EQUIPMENT INSPECTION, CLEANING AND REPAIR PURCHASING OFFICIALS OF LAKE ("P.O.O.L.") ENTITIES

RFP Number:	15-0621	**Contracting Officer:**	D. Villinis
Proposal Due Date:	June 30, 2015	**Pre-Proposal Conf. Date:**	Not Applicable
Proposal Due Time:	3:00 p.m.	**RFP Issue Date:**	June 3, 2015

TABLE OF CONTENTS

SECTION 1: Special Terms and Conditions	2-16
SECTION 2: Statement of Work	17-18
SECTION 3: General Terms and Conditions	19-22
SECTION 4: Pricing/Certifications/Signatures	23-29
SECTION 5: Attachments	30-31

SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this solicitation
Certificate of Competency/License:	Not applicable to this solicitation
Indemnification/Insurance:	See Section 1.8
Pre-Proposal Conference/Walk-Thru:	Not applicable to this solicitation

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

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

NO-RESPONSE REPLY:

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

☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service

☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION:

Company Name: Done Right Fire Gear Repair **Phone Number:** 727-848-9019

E-mail Address: Teri@DRFGR.com **Contact Person:** Teri Moulton

Section 1.1: Purpose

The purpose of this solicitation is to establish a contract for the inspection, cleaning, and repairing of personal protective equipment on an as needed basis as determined by the Lake County Board of County Commissioners (hereafter "County") and all Purchasing Officials of Lake (hereafter "P.O.O.L.") as participating entities.

This is an indefinite quantity term contract with no guarantee services will be required. Neither the County nor any P.O.O.L. participating entity guarantee a minimum or maximum dollar amount (if any) to be expended on any contract resulting from this solicitation.

P.O.O.L entities that may participate in this action include the Lake County Board of County Commissioners, Lake County School Board, Lake County Sheriff's Office, Lake Emergency Medical Services, Lake County Water Authority, Cities of Clermont, Eustis, Fruitland Park, Groveland, Leesburg, Mascotte, Minneola, Mount Dora, Tavares, Umatilla and the Towns of Astatula, Lady Lake and Montverde.

Other governmental entities (not listed above) may purchase under this agreement only with the permission of the County and the Vendor.

All entities identified shall be covered under the vendor's proposal. No proposal shall be considered unless all entities are contemplated by the vendor. An award will be made by the County and each organization collectively.

All sales derived from the award of this request shall be made in accordance with the prices, terms, and conditions of this solicitation.

Each entity will order its own services under the contract and shall issue its own purchase order throughout the contract period as its needs are determined. Each entity will schedule and expedite its own orders and will be billed separately. Each entity will receive, inspect, and test goods on an individual basis and when non-conforming shipments occur, each entity will seek their own remedy with the contractor.

The contractor will service personal protective equipment as required by this solicitation.

All controversies relating to specifications or other provisions of the solicitation and the evaluation of proposals or to subsequent contractual matters including failure to comply with specified services is the responsibility of the County. Any other controversies with which the County has no control, should not be accountable, or have to resolve, such violation of the contractual conditions, including late payment on the part of other participating entities, shall be resolved with that entity and the vendor.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed **in writing** [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than eight (8) working days before the proposal due date.

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

Phone : 352.343.9839
Fax : 352.343.9473
E-mail: dvillinis@lakecountyfl.gov

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

Section 1.3: Method of Award

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria, which are listed in order of descending importance:

1. Proposed pricing.
2. Proposed materials and plans to accomplish tasks.
3. Firm's qualifications.
4. Reports from direct and indirect references.
5. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Service.
6. Other relevant criteria.

Section 1.4: Pre-Proposal Conference

Not applicable to this solicitation.

Section 1.5: Term of Contract

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial

contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index published by the U.S. Department of Labor, Bureau of Labor Statistics (http:///www.bls.gov), Product, Wage, Earnings and Benefits Calculators. It is the vendor's responsibility to request in writing any pricing adjustment under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

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

Section 1.6.1: Price Redetermination - Fuel

If the below-identified price index for fuel (gas and/or diesel as applicable to the vendor's operation) increases by ten percent (10%) or more from the base index as defined below, the vendor may petition the Procurement Services Manager in writing for an appropriate increase in the contract price(s). Any increase in the contract price(s) will be applied considering the relation of fuel cost to the contractor's total cost for the contracted product or service.

Any price re-determination will be solely based upon the percentage change between the base index and the current month index as documented by the:

> State of Florida Department of Management Services
> http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/bulk_fuel_gasoline_and_diesel for unleaded gas, Florida PAD 1, Orlando

The base index will be the index number for the month prior to the proposal due date stated in the solicitation. The current month index will be the last month's index published before the request for a price re-determination is made.

The vendor shall provide (in writing) a cost analysis as described below for each contract price for which the vendor is requesting adjustment. This analysis must include the percentage increase calculation between the base and current month indices; a clear and detailed representation of the fuel cost component of any contract price for which an adjustment is requested; and a calculation showing the original contract price, the requested adjustment, and the proposed revised price. As an example: if the fuel index increases by twelve percent (12%) and the fuel cost accounts for ten percent (10%) of the cost of the product or service, then the contract price may be increased by 1.2 % *(0.12 * 0.10)*. The vendor may submit additional clarifying or justifying information for the County's consideration. Failure to provide sufficient detail in the manner described above shall result in rejection of the vendor's request for pricing adjustment.

If the Procurement Services Manager grants any increase in any contract price based upon this clause, the increased price(s) may be adjusted downward on a unilateral basis by the County if the fuel index used to support any previous increase then decrease by ten percent (10%) or more. Any such decrease will be based on the calculations submitted by the vendor pertaining to any previous price increase.

This clause may be used in addition to any other price redetermination clause in this invitation/contract.

Section 1.7: Method of Payment

The vendor(s) shall submit invoices to the County user department(s) after each individual purchase has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding delivery ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

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

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

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

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

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

Each Occurrence/General Aggregate	$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

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

Combined Single Limit	$1,000,000

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

Employers Liability insurance with the following minimum limits and coverage:

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

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

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

Loss of Use at coverage value: $ _____

Garage Keepers Liability at coverage value: $ _____

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

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

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

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

Certificate holder shall be:

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

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

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

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

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

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

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

Note: The selected vendor shall provide a separate Certificate of Insurance that complies with the requirements stated above to each participating entity citing that entity as a certificate holder.

Section 1.9: Bonding Requirements

Not applicable to this solicitation.

Section 1.10: Completion of Work

The vendor will guarantee to complete the work, repair, and/or service upon coordinating with the County/participating entity's authorized representative for an appropriate location and time schedule to complete the scope of services.

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor to whom the contract is awarded fail to complete the work within the agreed upon number of days, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.10.1: Shipping Terms

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

the carrier. The County will not consider any bid or proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

Section 1.10.2: Packing Slip/Delivery Ticket

The vendor shall enclose a complete packing slip or delivery ticket with any personal protective equipment item to be serviced in conjunction with this solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's or participating entity's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and any backordered items and estimated delivery of backorders if applicable.

Section 1.10.3: Delivery Times Specified

The vendor shall only be authorized to deliver items per County and each participating entity's specific instructions. Each entity will coordinate their delivery instructions with the awarded vendor after award of contract.

Section 1.10.4: Emergency/Hurricane/Disaster Events Deliveries

It is hereby made part of the solicitation that before, during, and after a public emergency, disaster, hurricane, flood, other acts of God or similar events, the County and/or participating entities under this contract shall require a first priority basis for services. It is vital and imperative that citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. The County and/or participating entity expects to pay contractual prices for the services required during an emergency situation. The vendor shall furnish a contact person's name and pertinent information including twenty four (24) hour phone number in the event of such as emergency where requested in the pricing section of this RFP.

Section 1.11: Acceptance of Goods or Services

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

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

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

Section 1.12: Deficiencies in Work to be Corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.13: Warranty

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

If any damage results to equipment and/or parts directly caused by a deficiency of any product, the vendor shall pay for the repair to the equipment and/or parts, provided the equipment was used under normal operating conditions and maintained according to the equipment manufacturer's recommendations.

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

Section 1.14: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL,

private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

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

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

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

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

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

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

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

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

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

Section 1.15: Completion Requirements for Request for Proposal

One (1) signed original proposal and three (3) complete copies of the proposal shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the Proposer. The County is not liable or responsible for any costs incurred by any Proposer in responding to this RFP including, without limitation, costs

for product and/or service demonstrations if requested. All pages of the RFP document shall be submitted, as this document will become the subsequent contract document.

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

COMPLETION OF PROPOSAL PACKAGE: The vendor shall complete all required entries in Section 4 of the proposal form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for RFP #15-0621." Do not indicate prices on literature.

Specific Completion Directions:

- Submit the entire RFP document (all pages) as the proposal submittal; the RFP document will become the contract document.
- Pricing shall be completed as directed within Section 4.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this RFP.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the vendor information, and sign the proposal (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- Submit the requested information under Scope of Services (Section 2) on company letterhead at the back of the proposal document, immediately following the References form.
- Submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements as the last page(s) of the proposal document.

Section 1.16: Additional Locations may be Added

Although specific locations or entities may be identified herein, it is hereby agreed and understood that any County department or facility or other agencies may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be

awarded to the current contract vendor that offers the lowest acceptable pricing. The additional location shall be added to this contract by formal modification.

The County may obtain price quotes for the additional facilities from other vendor in the event that fair and reasonable pricing is not obtained from the current contract vendor, or for other reasons at the County's discretion.

Section 1.17: Additional Services may be Added

Although this solicitation and resultant contract identifies specific services to be performed, it is hereby agreed and understood that services may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor under this contract shall be invited to submit price quotes for these additional services. The additional services shall be added to this contract by formal modification.

The County may obtain price quotes for the additional services from other vendor in the event that fair and reasonable pricing is not obtained from the current contract vendor, or for other reasons at the County's discretion.

Section 1.18: Administrative Reports

Consistent with the administrative needs of the County or participating entity, certain relevant data regarding purchases of goods and/or services under County contracts is to be gathered and maintained. Accordingly, each vendor under this contract is to provide quarterly reports to the County as to the nature of the goods and/or services purchased from them by the County or participating entity during the preceding three (3) months.

The reports shall include the quantity, description and unit price(s) of the goods and/or services.

The reports are to be submitted in writing to:

Lake County Department of Public Safety
Jack Fillman, Assistant Chief-Administration
Lake County Fire Rescue
315 West Main Street
PO Box 7800
Tavares, FL 32778
O 352-343-9458
F 352-343-9516

<u>The reports shall be submitted no later than fifteen (15) calendar days after the expiration of the third (3rd) month of each contract period. Failure to submit such reports in a timely manner may be considered a breach of performance and subject to formal proceedings in that regard.</u>

Section 1.19: Background Screening (Applicable to Work or Deliveries at Public School Premises Only)

The contractor represents and warrants that the contractor has read and is familiar with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, regarding background investigations. Contractor covenants to comply with all requirements of the above-cited statutes and shall provide proof of compliance upon request. Contractor agrees to indemnify and hold harmless all County and other public sector entities from any liability in the form of physical injury, death, or property damage resulting from the contractor's failure to comply with the requirements of this paragraph or Sections 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes.

Section 1.20: Compliance with Federal Standards

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

Section 1.21: Deletion of Locations

Although this solicitation identifies specific locations to be serviced, it is hereby agreed and understood that any County department or agency may delete service location(s) when such service is no longer required during the contract period, upon fourteen (14) calendar days written notice to the vendor.

Section 1.22: Emergency Planning

Since the County, School Board, and other entities have been designated as a **"first responder"** during a disaster, each vendor shall include a clear and concise capability plan and process as described in Section 1.10.4 of this solicitation with their proposal submittal regarding services that may be needed preceding an emergency such as a hurricane, and immediately following. The daily cost, if any, associated with this service should be included in your proposal response

Section 1.23: Exceptions/Additions

It shall be unacceptable for any vendor to make the statement "see specifications" in lieu of listing all exceptions/additions from the preceding specifications. It shall also be unacceptable for any vendor to submit manufacturer's literature in lieu of specifically noting all exceptions/additions from the preceding specifications. All exceptions/additions to our specifications shall be either handwritten or typed on an attached separate sheet and submitted with the initial proposal response.

Section 1.24: Key Contractor Personnel

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In

the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

Section 1.25: Labor, Materials, and Equipment

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

Section 1.26: Minimum Wages

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

Section 1.27: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

Section 1.28: Purchase of Other Items Not Listed Within this Solicitation

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be ancillary or similar items or services that need to be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the vendor to obtain a price quote for the ancillary items. The County reserves the right to award these ancillary items to the contract vendor or to acquire the items through a separate solicitation.

Section 1.29: Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent

or not) of the vendor or a third party.

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

Section 1.30: Special Notice to Vendors Regarding Federal and/or State Requirements

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

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

Section 1.31: Stock Levels

The vendor(s) shall ensure that adequate stock levels are maintained at its place of business in order to assure the County or participating entity prompt delivery. If the delivery terms specified in the solicitation are not fulfilled by the vendor, the County or participating entity reserves the right to cancel the order, purchase the goods elsewhere, and charge the vendor for any re-procurement costs incurred by the County or participating entity. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

Section 1.32: Work References (Attachment A)

Vendor shall include at least three (3) references for which similar services have been provided in the last five years. The contact person listed for each reference shall be someone who has personal knowledge of the vendor's performance for the specific requirements listed. Vendors shall **not** list persons who will be unable to answer specific questions regarding the services provided.

SCOPE OF SERVICES

The purpose of this solicitation is to establish a contract for the inspection, cleaning, repairing, and tracking of personal protective equipment from an experienced, qualified vendor as needs may be determined by the County and participating P.O.O.L entities.

The County and participating entities' goal is to improve member safety through the use of professional clothing management services with the economics and expertise their capitalization and specialization allows.

Personal protective equipment is to consist of but not limited to turnout gear, suspenders, helmets, boots and miscellaneous items.

Vendor proposals shall include:

- Availability of services for all NFPA #1851 required tracking/reporting, preferably Total Fire Group Advanced Protective Tracking (APT) System
- Availability of services for all NFPA #1500 and NFPA #1851 required periodic advanced cleanings
- Availability of services for all NFPA #1500 and NFPA #1851 required periodic advanced inspections
- Availability of services for all NFPA #1500 and NFPA #1851 required basic and advance repairs
- All necessary costs for services associated with surveying, tracking, cleaning, inspecting and repairing of existing personal protective equipment

Record Tracking:

Proposal submittals shall include details on how ALL NFPA #1851 required record keeping and reporting at NO additional cost to the County or participating entity will be provided.

Proposal shall include details for any hardware needed to support the record keeping/tracking program.

Proposal shall include details on the software being utilized to support the record keeping/tracking program.

Proposal shall include details on whether the tracking program being offered utilizes interactive databases.

Proposal shall include details on whether the tracking program being offered allows the County or participating entities data manipulation capabilities without hidden fees for programming keys or supplier required intervention into programming.

Proposal shall include details for training and implementation to designated County or participating entities staff for the record keeping/tracking program.

Proposal shall include details for a computerized inventory system to track and maintain information for distribution, inventory control, tracking of repairs and replacements, tracking of cleanings and invoicing of items and services throughout the history of all personal protective equipment; items issued, returned, loaned and re-issued.

Proposal shall include details for tracking information on all County or participating members including, but not limited to: name, employee ID number, work location, rank, size, item type, size and quantity of items distributed, date distributed, repairs, replacements requested, and alterations. For each item, provide details for how the system will track the date distributed, dates of personal protective equipment cleanings, person distributed to, and repairs performed.

Quality and Features of Cleaning and Repair Program

Proposal shall include details on how cleaning, inspections, and repairs will be performed.

Proposal shall include assurance that advanced cleanings, advanced inspections, and basic/advanced repairs shall adhere to NFPA 1500 and NFPA 1851.

Proposal shall include assurance of openness of cleaning/repair facility for department inspection both before and during any contract award.

Proposal shall include assurance that, after repairs completed by contracted vendor, any sizing error correction becomes the responsibility of the vendor and not the department.

***Include all above requested information on company letterhead at the back of the proposal submittal document, immediately following the Reference form.*

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

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

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

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

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

The County has established for purposes of this Request for Proposal (RFP) that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS

A. Proposer Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers' Responsibilities

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist 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 issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this 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. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. 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 shall 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.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

3.3 PREPARATION OF PROPOSALS

A. The Pricing Section of this 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. Proposers shall use typewriter, computer or ink. 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 proposers firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY**

BE CAUSE TO REJECT THE PROPOSAL.

D. The proposer may submit alternate proposal(s) 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 through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer 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 shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

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

3.6 CONTRACTING WITH COUNTY EMPLOYEES

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

3. 7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

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

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers 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 proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

3.11 AWARD

A. The contract resulting from this solicitation may be awarded to the responsible proposer 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 shall be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.

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

E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.

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 this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

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

3.13 OTHER AGENCIES

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

3.14 CONTRACT EXTENSION

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

3.15 WARRANTY

All warranties express and implied, shall be made available to the

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

3.16 ESTIMATED QUANTITIES

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

3.17 NON-EXCLUSIVITY

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

3.18 CONTINUATION OF WORK

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

3.19 LAWS, RULES, REGULATIONS AND LICENSES

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

3.20 SUBCONTRACTING

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

3.21 ASSIGNMENT

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

3.22 RESPONSIBILITY AS EMPLOYER

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

3.23 INDEMNIFICATION

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

3.24 MODIFICATION OF CONTRACT

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

3.25 TERMINATION FOR CONVENIENCE

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

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

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

3.27 TERMINATION FOR DEFAULT

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

3.28 FRAUD AND MISREPRESENTATION

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

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract

billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contact and enforceable as set forth in Section 119.0701, Florida Statutes.

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

3.31 GOVERNING LAWS

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

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (http://www.dos.state.fl.us).

3.33 PRIME CONTRACTOR

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

3.34 FORCE MAJEURE

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

3.35 NO CLAIM FOR DAMAGES

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

3.36 TRUTH IN NEGOTIATION CERTIFICATE

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

3.37 GRANT FUNDING

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

3.38 TOBACCO PRODUCTS

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

RFP TITLE: PERSONAL PROTECTIVE EQUIPMENT INSPECTION, CLEANING AND REPAIR

NOTES:

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

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
The Proposer must list below the dates of issue for each addendum received in connection with this RFP: Addendum #1, Dated: _____ Addendum #2, Dated: _____ Addendum #3, Dated: _____ Addendum #4, Dated: _____
Part II:
☑ No Addendum was received in connection with this RFP.

PRICING SECTION

Complete the following information in its entirety:

1. Vendor's business location:

   Address: 7621 Maryland ave.

   City/State/Zip: Hudson, FL. 34667

   Telephone/Fax: 727-848-9019 727-848-9020

2. Emergency contact 24 hours per day/7 days per week:

   Name: Teri Moulton

   Telephone/Cell: 727-420-9491

3. Disaster Assistance contact 24 hours per day/7 days per week/365 days per year in declared disaster:

   Name: Teri Moulton

   Telephone/Cell: 727-420-9491

4. Calendar days required to commence contract: Ø days (shall not exceed 60 days)

5. Minimum order (if any) Ø

6. Handling fee if less than minimum order (if applicable) Ø

7. Response Time (from initial contact to services being conducted) 24 hrs

8. Does your firm offer pickup and delivery service: Yes ✓ No ____

   If yes, please provide fee(s) for pick-up and delivery (if any) None

9. Will your firm accept Visa Purchasing Cards or E-Payable form of payment?

   Yes ✓ No ____

   If E-Payable would be acceptable please note a contact person/telephone number to set up payment information:

   ____

10. Exceptions/Additions to specifications:

    Yes* ____ No ____

    *** If yes, attach separate sheet immediately following this page detailing exceptions/additions.**

Unit Prices for Inspection, Cleaning/Washes, and Repair Items

Item	Item Description	Unit Price
	INSPECTION	
1	Inspect Bunker Gear Coat	20.00
2	Inspect Bunker Gear Pants	20.00
3	Inspect Brush Gear	N/C
4	Inspect Jumpsuits	N/C
5	Inspect Helmets	5.00
6	Inspect Boots	5.00
	WASHES	
7	Regular Wash Bunker Gear	9.00
8	Regular Wash Brush Gear	N/C
9	Bio Wash Bunker Gear	10.00
10	Bio Wash Brush Gear	2.00
11	Heavy Duty Wash Bunker Gear	10.00
12	Heavy Duty Wash Brush Gear	2.00
13	Clean/Polish Boots	25.00
14	Clean/Polish Helmets	15.00
15	Regular Wash Miscellaneous Items	N/C
16	Bio Wash Miscellaneous Items	10.00
	REPAIR ITEMS	
17	Replace Suspender button	5.00
18	Replace D Ring	5.00
19	Replace Grommet	2.00
20	Replace or Add Hook	5.00
21	Replace or Add MIC Tab	5.00
22	Replace Rivet	1.00
23	Replace Accessory Strap	15.00
24	Replace Strap Handles on Bag	depends on size
25	Add Postman Buckle/Strap	15.00
26	Add Leather Tab	N/C
27	Replace Thumb Loop	2.00
28	Replace Wristlet	15.00
29	Replace Snap	5.00
30	Replace Zipper on Bunker Gear	35.00
31	Replace Zipper on Bag	15.00
32	Replace Zipper on Jumpsuit	15.00
33	Sew on Letters or Numbers	1.00
34	Make Reflective Letters or Numbers	1.00
35	Make and Add New Name Plate	26.50
36	Install Pre-Made Name Plate on Coat	5.00

Item	Item Description	Unit Price
37	Move Name Plate	10.00
38	Make and Add Name Plate w/Velcro on back	31.50
39	Sew on Emblem Patch	5.00
40	Install or Replace Flashlight Tab	10.00
41	Move Both Knee Pads	10.00
42	Re-stitch Seams	N/C
43	Sew Our Patch on Coat	5.00
44	Patch Gear with Advance Material	15.00
45	Patch Gear with Arashield Material	15.00
46	Patch Gear with Basolfil Material	15.00
47	Patch Gear with Black Advance Material	15.00
48	Patch Gear with Leather	N/C
49	Patch Gear with Nomex Material	15.00
50	Patch Gear with PBI Material	15.00
51	Patch Pocket with Kevlar Material	15.00
52	Patch Gear with Aluminized PBI Material	15.00
53	Patch Gear with Ripstop Material	15.00
54	Patch Elbow Patch	15.00
55	Replace Knee Pad with Arashield	15.00
56	Replace Knee Pad with Black Advance	15.00
57	Patch Tarp with Cordura Material	10.00
58	Replace Scotchlite on Jumpsuit	25.00
59	Replace Scotchlite on Entire Coat	80.00
60	Replace Scotchlite on Horizontal Strip	15.00
61	Replace Scotchlite on Vertical Strip	15.00
62	Replace Scotchlite on Arm	15.00
63	Replace Scotchlite on Leg	15.00
64	Replace Scotchlite on Tail	15.00
65	Replace Scotchlite on Pocket	15.00
66	Scotchlite Patch	15.00
67	Sew Reflective Trim on Jumpsuit	25.00
68	Replace Reflexite Strip Around Coat	20.00
69	Replace Reflexite on Entire Coat	20.00
70	Replace Reflexite Vertical Strip	20.00
71	Replace Reflexite on Arm	20.00
72	Replace Reflexite on Leg	20.00
73	Replace Reflexite on Tail	20.00
74	Replace Reflexite on Pocket	20.00
75	Triple Trim Patch	15.00
76	Replace Velcro on Chin Guard	10.00
77	Replace Velcro on Collar	15.00
78	Replace One Piece of Velcro on Collar	15.00

Item	Item Description	Unit Price
79	Replace Velcro on Neck	10.00
80	Replace Velcro on Flashlight Strap	5.00
81	Replace Velcro on Arm Cuff	5.00
82	Replace Velcro on Fly	15.00
83	Replace Velcro on Hem of Coat	5.00
84	Add Velcro to Cuffs of Jumpsuit	4.00
85	Replace Velcro Around Knee Pad	10.00
86	Replace Velcro on Bellow Pocket	8.00
87	Replace Velcro on Radio or Back Pocket	5.00
88	Replace Velcro on Storm Flap	15.00
89	Replace Velcro on Liner's Fly	4.00
90	Replace Velcro on Harness tabs	2.00
91	Shorten Liner of Pants	25.00
92	Shorten Pants	10.00
93	Shorten Pants and Liner	50.00
94	Create Rapid Rescue Opening in Coat	30.00
95	Rapid Rescue Harness for Above	50.00
96	Fabricate 10 Foot Howd Strap	15.00
97	Fabricate 6 Foot Howd Strap	10.00
98	Fabricate SCBA Tags-Blk Adv w/3Letters or numbers	15.00
99	Letter and Numbers for SCBA Tags	1.00
	OTHER CHARGES IF APPLICABLE	
	Pick-up/Delivery Charge (Portal to portal)	
	Semi on site- per piece	8.50
	200 piece minimum	
	Free of charge - Ipad mini	N/C
	and Done Right Gear	
	Tracking System.	
	IT Support	N/C

Notes:

1. Due to the current economic times and next year budget processes presently being conducted, estimated quantities are not listed. Prices shall be quoted per unit price. Actual quantities are unknown at this time. For the purposes of this solicitation we are estimating this contract value at $15,000.00 annually.

2. **Vendor shall include any additional costs for services associated with surveying, tracking, cleaning and inspecting the personal protective equipment, including cost of pick-up and delivery (trip charges-portal to portal) if any, in the Pricing Section where noted. Blanks have been provided for vendors to write in any additional costs that may be invoiced.**

3. It shall be unacceptable for any Proposer to make the statement "See specifications" in lieu of listing all exceptions/additions from these specifications. It shall also be unacceptable for any Proposer to submit manufacturer's literature in lieu of completing requested information. All exceptions/additions to the specifications shall be handwritten or typed on an attached separate sheet included in the proposal submittal.

****

By Signing this Proposal the Proposer Attests and Certifies that:

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

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

Certification Regarding Felony Conviction
Has any officer, director, or an executive performing equivalent duties, of the proposing entity been convicted of a felony during the past ten (10) years? ☐ Yes ☑ No (Check one)

Certification Regarding Acceptance of County VISA-based Payment System
Vendor will accept payment through the County VISA- based payment system: ☑ Yes ☐ No

Reciprocal Vendor Preference:
Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:
1. Primary business location of the responding vendor (city/state): Hudson FL.
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☑ No If "yes" is checked, provide supporting detail:

Conflict of Interest Disclosure Certification
Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this proposal 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. none

DUNS Number (Insert if this action involves a federal funded project): 61-295-1561

General Vendor Information and Proposal Signature:

Firm Name: Done Right Fire Gear Repair Inc.

Street Address: 7621 Maryland Ave Hudson, FL. 34667

Mailing Address (if different): _____

Telephone No.: 727 848-9019 Fax No.: 727.848.9020 E-mail: Teri@DRFGR.com

FEIN No. 41-2185457 Prompt Payment Terms: _____ % _____ days, net _____

Signature: T. L. Moulton Date: 6/3/15

Print Name: Teresa L. Moulton Title: CEO

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

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

Vendor awarded as:

- [x] Sole vendor
- [ ] Pre-qualified pool vendor based on price
- [ ] Pre-qualified pool vendor (spot bid)
- [ ] Primary vendor for items: _____
- [ ] Secondary vendor for items: _____
- [ ] Other status: _____

Signature of authorized County official: [signature] Date: 9-15-2015

Printed name: DONNA VILLINIS Title: SENIOR CONTRACTING OFFICER

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: References Form

REFERENCES

Agency	Hillsborough County FR
Address	2709 East Hanna ave
City,State,ZIP	Tampa, FL. 33610
Contact Person	Tammy Cox
Telephone	813. 233. 4150
Date(s) of Service	01/2006 - Present
Type of Service	Inspection, Cleaning & Repair of Personal Protective equipment
Comments:	

Agency	Clearwater Fire Rescue
Address	1716 North Blecher Rd Building D
City,State,ZIP	Clearwater, FL. 33765
Contact Person	Stan Loveday
Telephone	727. 224. 2244
Date(s) of Service	01. 2006 - Present
Type of Service	Inspection, Cleaning & Repairing of Personal Protective equipment
Comments:	

Agency	Osceola FR.
Address	804 North Hoagland ave
City,State,ZIP	Kissimmee, FL. 34741
Contact Person	Tera Knickerbocker
Telephone	407. 742. 6890
Date(s) of Service	01. 2005 - Present
Type of Service	Inspection, Cleaning & Repairing of Personal Protective equipment
Comments:	

SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL DECLARATIONS

Policy No. CPS2256459 Effective Date 05/22/2015
12:01 A.M., Standard Time

Named Insured Done Right Fire Gear Repair Agent No. 09003

Item 1. Limits of Insurance

Coverage	Limit of Liability
Aggregate Limits of Liability	$ 2,000,000 Products/Completed Operations Aggregate $ 2,000,000 General Aggregate (other than Products/Completed Operations)
Coverage A - Bodily Injury and Property Damage Liability	$ 1,000,000 any one occurrence subject to the Products/Completed Operations and General Aggregate Limits of Liability
Damage to Premises Rented to You Limit	$ 100,000 any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability
Coverage B - Personal and Advertising Injury Liability	$ 1,000,000 any one person or organization subject to the General Aggregate Limits of Liability
Coverage C - Medical Payments	$ 5,000. any one person subject to the Coverage A occurrence and the General Aggregate Limits

Item 2. Description of Business

Form of Business:

☐ Individual ☐ Partnership ☐ Joint Venture ☐ Trust ☐ Limited Liability Company

☐ Organization including a corporation (other than Partnership, Joint Venture or Limited Liability Company)

Location of All Premises You Own, Rent or Occupy:

See Schedule of Locations

Item 3. Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

Item 4. Premiums

Coverage Part Premium:	$ 3,290
Other Premium:	$
Total Premium:	$ 3,290

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXTENSION OF SUPPLEMENTAL DECLARATIONS

Policy No. CPS2256459 Effective Date: 05/22/2015
12:01 A.M., Standard Time

Named Insured Done Right Fire Gear Repair Agent No. 09003

Prem. No.	Bldg. No.	Class Code	Exposure	Basis
1	1	14733	737,800	Gross Sales

Class Description:
Repair and Laundry r/a Laundry and Cleaning Stores

Premises/Operations	
Rate	Premium
3.104	2,290
Products/Comp Operations	
Rate	Premium
Included	Included

Prem. No.	Bldg. No.	Class Code	Exposure	Basis
1	1	99999	1	Other

Class Description:
Blanket Addl Insured GL$150a

Premises/Operations	
Rate	Premium
500	500
Products/Comp Operations	
Rate	Premium
Included	Included

Prem. No.	Bldg. No.	Class Code	Exposure	Basis
1	1	44444	0	Other

Class Description:
Blanket Waiver of Subrogation CG 2404
100% earned

Premises/Operations	
Rate	Premium
FLAT	500
Products/Comp Operations	
Rate	Premium
Included	Included

Prem. No.	Bldg. No.	Class Code	Exposure	Basis

Class Description:

Premises/Operations	
Rate	Premium
Products/Comp Operations	
Rate	Premium

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Certificate of Status Verification

Listed below is the current information for the entity for which you are requesting a certificate of status. If this information is what you require for certification, please press the "Continue" button. If you do not wish to continue with this certification, press your browser "Back" button or select to return to the Sunbiz home page.

Document Number	P05000138652
Corporate Name	DONE RIGHT FIRE GEAR REPAIR INC.
State of Inc	FL
Filing Date	10/11/2005
Document Type	Florida Profit Corporation
Document Status	ACTIVE
Last Trans Date	05/21/2009
Last Annual Report Date	01/09/2015
Last Annual Report Year	2015

If this is not the correct information, please hit your browsers' 'Back' button and enter another document number.

Continue

Copyright © and Privacy Policies
State of Florida, Department of State

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name: Done Right Fire Gear Repair, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.): 7621 Maryland Avenue

Requester's name and address (optional)

City, state, and ZIP code: Hudson, Florida 34667

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number: | | | | | | | | | |

or

Employer identification number: 4 1 2 1 8 5 4 5 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Jerry L. Moulton Date ▶ 06/05/2015

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

DRUG-FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that Dove Right Fire Gear Repair, Inc. does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

Bidder's Signature

01/30/2015
Date

Intertek

Test Verif[illegible]onformity

Applican[illegible] & Address	:	[illegible]r 762[illegible]nd Ave Hud[illegible]orida 34[illegible]
Adv[illegible]nspectio[illegible] Adv[illegible] Cleanin[illegible]		Ver[illegible] Ver[illegible]
R[illegible]Categor[illegible]	:	Out[illegible] The[illegible]er WL[illegible]rosstech[illegible]r Type 2C Moisture Ba[illegible] WL[illegible]7100 T[illegible]Moistu[illegible]r
S[illegible](s) Rec[illegible]	:	12/2[illegible]
R[illegible]t S[illegible]d(s)/Sp[illegible](s)	:	NFP[illegible] Standa[illegible]lecti[illegible]and Ma[illegible]e of Pro[illegible]Ens[illegible]r Struct[illegible] Fire[illegible]g and P[illegible] Fi[illegible]g 2014 [illegible] Cha[illegible]
Verifi[illegible]Issuing [illegible] & Addre[illegible]	:	Inte[illegible] 393[illegible]ute 11 Co[illegible]Y 1304[illegible]
Date of Te[illegible]	:	1/22[illegible]2/14
Inspection Dat[illegible]	:	4/25[illegible]
Verification/Report [illegible]	:	G101501583CRT-001

On the basis of the tests un[illegible] the sample(s) of the above product have been found to comply with the essential requirements [illegible] specifications at the time the tests were carried out.

Rob Simmonds

Rob Simmonds
PPE Engineer

NOTE : This verification is part of the full test report(s) and should be read in conjunction with it.

This Verif[illegible] for th[illegible]sive use of [illegible]'s Clien[illegible] provide[illegible]uant to the agreement b[illegible]n Intertek and its[illegible] Intertek[illegible]nsibility and liability are[illegible] and conditions[illegible] agreem[illegible]tertek assum[illegible] liability[illegible] party, ot[illegible] to the Client in accor[illegible] with the agreeme[illegible] any loss, [illegible] or damage occasion[illegible] the us[illegible] Verificatio[illegible] the Cl[illegible] authorized to[illegible] copyri[illegible]tribution o[illegible]rification. Any use o[illegible]tertek name or o[illegible] marks [illegible] or advertisement o[illegible]sted m[illegible] product or service[illegible]st be a[illegible]ed in writing [illegible]rtek. Th[illegible] and [illegible] in [illegible]ced from this Ver[illegible] relevan[illegible] tested [illegible]cted. This [illegible]tion by itself d[illegible] imply [illegible] material, pr[illegible] or servic[illegible] ever been [illegible]k certi[illegible] program.

MORNING PRIDE
PROTECTIVE CLOTHING SYSTEMS

Certificate of Recognition

Granted to

Done Right Fire Gear Repair

For demonstrating the ability to repair firefighters protective clothing as outlined in NFPA 1851-2001 edition "Standard on Selection, Care and Maintenance of Firefighters Protective Ensemble"

Granted on 11/1/05

Pat Waters

Pat Waters, Vice President of Production

This recognition is valid as long as NFPA 1851-2001 edition is current

Keyword Search

go

Procurement Services

Procurement Services Home

Register as a Vendor
Current Formal Solicitations
Current Informal Solicitations
View Term & Supply Agreements
General Information
Disadvantaged Business Enterprise (DBE) Program
Vendor Information
POOL Web site
Customer Survey

Contact Procurement Services
Fiscal & Administrative Services Home

Citizen Action Request

Send a request through the Citizen Action Request Line

General Information

Lake County BCC
315 West Main St.
P.O. Box 7800
Tavares, Florida 32778

Disclaimer : Contact Us

Details for Bid Number: 15-0621

Print Save Link

The County may issue changes (addendum) to the solicitation documents. Proposers are responsible for checking this site for any addendum prior to submitting their proposals. Proposals that do not acknowledge the addenda may be rejected. Addendum and another other electronic documents can be found under the "Bid Documents" section. For questions concerning this project, please contact the Contracting Officer listed below by e-mail or telephone.

Bid/RFP Number: 15-0621

Response Deadline: 6/30/2015 3:00:00 PM

Project Title: Personal Protective Equipment Inspection Cleaning and Repair

Status: Open

Department: Procurement Services

Project Description: The purpose of this solicitation is to establish a contract for the inspection, cleaning, and repairing of personal protective equipment on an as needed basis as determined by the Lake County Board of County Commissioners (hereafter "County") and all Purchasing Officials of Lake (hereafter "P.O.O.L.") as participating entities. This is an indefinite quantity term contract with no guarantee services will be required. Neither the County nor any P.O.O.L. participating entity guarantee a minimum or maximum dollar amount (if any) to be expended on any contract resulting from this solicitation.

Preconference: Not Applicable

Contracting Officer: Donna Villinis

Officer Email: dvillinis@lakecountyfl.gov

Officer Phone: (352) 343-9765

Agenda Item Number:

Special Notes: This is a P.O.O.L. (Purchasing Officials of Lake) solicitation. There are no guarantees that the entities noted below will participate. However, no bid shall be considered unless all entities are contemplated by the bidder. The County is acting as 'Solicitation Agent' and will award and administer the solicitation including any resulting contract.

P.O.O.L. (Purchasing Officials of Lake) entities include the Lake County Board of County Commissioners, Lake County School Board, Lake County Sheriff's Office, Lake Sumter Emergency Medical Services, Lake County Water Authority, Cities of Clermont, Eustis, Fruitland Park, Groveland, Leesburg, Mascotte, Minneola, Mount Dora, Tavares, Umatilla and the Towns of Astatula, Lady Lake and Montverde.

To see the P.O.O.L. website for additional solicitations, please see the below link:
View POOL Solications

Commodity Code(s):

- CONTRACTUAL SV-FIRE PROT EQIP (938-00)

- INSPECTION SVC FIRE-SAFETY (991-400)
- LAUNDRY-DRY CLEANING SVCS (991-510)

Bid Documents:

- Request for Proposals

Download Adobe Reader

Submitting a Downloaded Bid Request
After downloading and completing the solicitation document(s), submit the original and the required number of copies in a sealed, envelope/package to Procurement Services. The envelope must include the project number, the closing date, and the proposer's name and address. A proposal submitted by telephone, fax or electronically will not be considered for award. The proposal package must be received and time-stamped in Procurement Services on or before the closing date and time. When applicable, amendments to this project will also be posted at this site. Refer to the solicitation document for complete instructions.

Lake County BCC Copyright ©2007

Villinis, Donna

From: teri@drfgr.com
Sent: Monday, August 31, 2015 9:53 AM
To: Villinis, Donna
Subject: [FWD: RE: Testing Update]

Hi Donna,
Let me know if there is anything else you need at this time

Thank you for all your help

Teri Moulton CEO
Done Right Fire Gear Repair
7621 Maryland Ave. Hudson, Fl. 34667
Visit Us At www.donerightfiregearrepair.com Office# 727-848-9019 Fax# 727-848-9020
E-mail teri@drfgr.com

-------- Original Message --------
Subject: RE: Testing Update
From: "Trevor Ogorman Intertek" <trevor.ogorman@intertek.com>
Date: Mon, August 31, 2015 9:38 am
To: "teri@drfgr.com" <teri@drfgr.com>

Teri, I hope that your weekend was well. Your 2F is also completed and Compliant.

Please feel free to contact me with any other questions.

Best regards,
Trevor

From: teri@drfgr.com [mailto:teri@drfgr.com]
Sent: Friday, August 28, 2015 9:38 AM
To: Trevor Ogorman Intertek
Subject: RE: Testing Update

Trevor,
Thank You Do you have the results of the 2F ?

Need those for a contract.

Thank You again

Teri Moulton CEO
Done Right Fire Gear Repair
7621 Maryland Ave. Hudson, Fl. 34667
Visit Us At www.donerightfiregearrepair.com Office# 727-848-9019 Fax# 727-848-9020
E-mail teri@drfgr.com

-------- Original Message --------
Subject: Testing Update
From: "Trevor Ogorman Intertek" <trevor.ogorman@intertek.com>
Date: Fri, August 28, 2015 9:26 am
To: "teri@drfgr.com" <teri@drfgr.com>
Cc: "Robert Simmonds Intertek" <robert.simmonds@intertek.com>

Teri, I just wanted to provide you with an update on your testing all of the Seam strength is done and compliant. The Crosstech 2C moisture barrier chemical penetrations are also done and compliant.

Best Regards,
Trevor

Valued Quality. Delivered.

CONFIDENTIALITY NOTICE

This email may contain confidential or privileged information, if you are not the intended recipient, or the person responsible for delivering the message to the intended recipient then please notify us by return email immediately. Should you have received this email in error then you should not copy this for any purpose nor disclose its contents to any other person.

http://www.intertek.com