



CONTRACT NO. 09-0816

For FIRE HOSE TESTING

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **WATERWAY, INC.** (hereinafter "Contractor") to supply Fire Hose Testing to the County pursuant to County Bid number **09-0816** (hereinafter "Bid"), -opening dated April 22, 2009 and Contractor's April 4, 2009 Bid response thereto with all County Bid provisions governing.

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

No financial obligation shall accrue against the County until Contractor shall make delivery pursuant to order of the County Procurement Services Director.

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

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his 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 **May 26, 2009** through **May 31, 2010** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

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

LAKE COUNTY, FLORIDA

By: *Roseann Johnson*
Procurement Services Supervisor
Date: *May 26, 2009*

Distribution: Original-Bid File
Copy-Contractor
Copy-PS
Copy-Contracting Officer

"Earning Community Confidence through Excellence in Service"

Office of Procurement Services
Tavares, Florida 32778-7800

315 W. Main, Suite 416
Ph (352) 343-9839

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



LAKE COUNTY FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 416
PO BOX 7800
TAVARES FL 32778-7800

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

www.lakegovernment.com

ADDENDUM NO. 1

Date: April 1, 2009

BID / RFP No. 09-0816

Annual Fire Hose Testing Per NFPA 1962-0 For Lake County Public Safety

This addendum is being issued to make the following changes to the bidding document. The information in this addendum modifies and changes the original bidding documents and takes precedence over the original documents. **Respondents shall acknowledge receipt of this addendum by completing this form and returning it with the response. Failure to acknowledge this addendum may preclude consideration of the bid proposal award.**

Change the following:

Item Number	Item Description	Unit	Qty	Unit Price	Extended Price
1.	Annual fire hose testing regardless of hose size per the preceding specifications and conditions:	ft	9000 90,000	\$ <u>22</u>	\$ <u>19,800.00</u>

Firm Name: WATERWAY Date: 4/1/2009
 Signature: Edward J O'Kinsky Jr Title: President
 Typed/Printed Name: Edward J O'Kinsky Jr

"Earning Community Confidence Through Excellence in Service"

DISTRICT ONE
JENNIFER HILL

DISTRICT TWO
ELAINE RENICK

DISTRICT THREE
JIMMY CONNER

DISTRICT FOUR
LINDA STEWART

DISTRICT FIVE
WELTON G. CADWELL



LAKE COUNTY
FLORIDA

INVITATION TO BID (ITB)

ANNUAL FIRE HOSE TESTING PER NFPA 1962-08
FOR LAKE COUNTY PUBLIC SAFETY

ITB Number: 09-0816 Contracting Officer: Roseann Johnson, CPPB
Bid Opening Date: April 22, 2009 Pre-Bid Date: Not applicable
Bid Opening Time: 3:00 pm Issue Date: March 30, 2009

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

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the official bid opening date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the formal contract document binding the parties to all performance specified herein.

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

NO-RESPONSE REPLY

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

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

VENDOR IDENTIFICATION

Company Name: Phone Number:
E-mail Address: Contact Person:

Section 1.1: Purpose

The purpose of this solicitation is to establish a contract for the services of a qualified contractor for annual fire hose inspection/testing per NFPA 1962-08 for the Lake County Public Safety Department in conjunction with the County's needs.

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. Questions should be submitted no later than five (5) working days before the bid opening date.

Roseann Johnson, CPM, CPPB, Procurement Services Supervisor
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 416
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839
Fax : 352.343.9473
E-mail: rjohnson@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 Department of Procurement Services.

Section 1.3: Method of Award - To a Single Vendor in the Aggregate

Award of this contract will be made to the responsive, responsible vendor which submits an offer on all items listed in the solicitation and which represents the lowest price when all items are added in the aggregate. If a vendor fails to submit an offer on all items, its overall offer will be rejected. The County will award the total contract to a single vendor.

Section 1.4: Pre-Bid Conference

Not applicable to this solicitation

Section 1.4.1: Examination of Site/Equipment (Recommended)

Prior to submitting its offer it is advisable that the vendor visit the site/equipment of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The vendor is also advised to examine specifications and to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions. For a site

visitation appointment contact Chief Eric Palmer with the Department of Public Safety at 352.343.9458.

Section 1.5: Term of Contract – Twelve (12) Months

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 Department 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 for four (4) Additional Years (With Price Adjustment)

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for an additional four (4) one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>), CPI and Wage and Benefits Calculators. **It is the vendor's responsibility to request in writing any pricing adjustment under this provision.** For any adjustment to commence on the first day of any exercised option period, the vendor's written request for adjustment should be submitted 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 1.7: Method of Payment - Periodic Payments for Service Rendered

The County shall provide periodic payments for services rendered by the vendor. In order for the County to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the appropriate County department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

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

Section 1.8: Insurance

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

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

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

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

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

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

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

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

Property Damage	\$100,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

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

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

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 sixty (60) 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.

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 subcontractor providing such insurance.

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

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

Section 1.9: Bonding Requirements

Not applicable to this solicitation

Section 1.10: Completion of Work from Date of Purchase Order

The vendor shall state in its offer the number of calendar days from the date of the purchase order in which it will guarantee to complete the work. Time for completion may be considered a factor in determining the successful vendor if so stipulated in Section 1.3 entitled “Method of Award”. The completion date shall not exceed ninety (90) calendar days after date of purchase order.

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 so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days stated in its offer, or the “not-to-exceed” timeframe cited above, 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 not be complete until the County has accepted each item. Delivery to a common carrier shall not constitute delivery to the County. Any transportation dispute shall be between the contractor and the carrier. The County will not consider any bid or proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

Section 1.11: Acceptance of Goods or Services

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

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

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

Section 1.11.1: Deficiencies 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 1.12: Warranty

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

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

Section 1.13.: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (Fed-Ex, 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 Department of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services Office prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number and title. 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 solicitation closing.

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 416
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 Fed-Ex, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
418 W. ALFRED STREET
TAVARES, FL 32778

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

Section 1.13.1: Completion Requirements for Invitation to Bid

One (1) signed original bid and two (2) complete copies of the bid submitted by the vendor shall be sealed and delivered to the Department of Procurement Services no later than the official bid opening date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

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

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in provision 1.13 of this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid (Number)."
Do not indicate bid prices on literature.

Specific Completion Directions:

- Vendor shall complete all listed price entries in Section 4 of this solicitation.

- **Pricing shall include travel required to and from respective sites. Vendor pricing shall include all of the vendors overhead, including, but not limited to, trip charges and mileage.** Only the costs of the inspection shall be paid under the contract.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- 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 bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.
- **Copies of licenses and permits.**

Section 1.14: Additional Testing Sites May Be Added

Although this solicitation and resultant contract identifies specific testing sites, it is hereby agreed and understood that any other testing sites may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional sites. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional site(s) shall be added to this contract by formal modification.

Section 1.15: Labor, Materials, and Equipment Shall be Supplied by the Vendor

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's Project Manager.

Section 1.16: Licenses, Permits and Fees

The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection fees, or inspections shall be borne by the vendor.

Note: A copy of business and industry licenses shall be submitted with your bidding document.

Section 1.17: Limited Contract Extension to Maintain Service Levels

It is hereby agreed and understood that this contract may be extended for an additional thirty (30) day transitional period after the stated expiration date of the contract including any contract extensions exercised under the initially established option period terms of the contract. During this transitional period the vendor agrees to continue the same or a reduced level (if such reduction is mutually agreed to and appropriately documented) of service to the County at the same prices while the new contract, also in force, is being mobilized. If the vendor is supplying equipment in conjunction with this contract, the vendor agrees to retain the equipment at the designated County premise for an additional thirty (30) calendar days after the current expiration of the Contract; at which time the equipment shall be removed from the premises. The vendor shall be allowed to invoice the affected County department for this additional period on a pro-rated basis.

Section 1.18: 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 1.19: County Hours of Operation

The County hours of normal operation are from 8:00 A.M. to 5:00 P.M. Monday through Friday. The County is closed on Saturdays, Sundays, and approved holidays. These holidays are New Years Day, Birthday of Martin Luther King, Jr., Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. However, emergency repairs may be required outside of these normal business hours.

Section 1.20: Contractor's Technicians

Contractor's employees shall carry identification confirming that they are bona fide employees of the Contractor. Contractor's employees shall also wear uniforms or work shirts and wear a name tag bearing the company name whenever at the job site.

Background checks may be issued for the Contractors personnel assigned to perform this contract.

The Contractor acknowledges and understands that its employees may have access to confidential information and agrees that its employees will not disclose any of the confidential information or attempt to access data that is unrelated to their jobs. Further, the Contractor understands that violation of this may result in termination and that the County may seek legal remedies available to it should such disclosures occur.

NOTE: There are no exceptions to the above requirements.

Section 1.21: Records

Complete records are to be kept by the Contractor for each inspection. The Contractor shall be responsible for providing these records to the County within ten (10) working days after each site visit. These records shall be submitted to:

Lake County Board of County Commissioners
Public Safety Department
Attn: Chief Eric Palmer
PO Box 7800
Tavares, Fl 32778-7800

Section 1.22: Clean-Up

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved.

SCOPE OF SERVICES

Annual hose testing in accordance with the standards of NFPA as set forth in the section entitled “Care, Use, and Maintenance of Fire Hose, Connections and Nozzles.” A copy is attached for your review.

Annual inspections shall be performed at a date and time consistent with pre established schedules. Each inspection shall be scheduled with the County representative at least five working days in advance of any inspection date. All services (testing and/or maintenance) shall be performed in a timely and professional manner.

Lake County shall provide a site for testing with a secure water supply and will bear any associated costs.

Lake County shall have a representative on site on day(s) of testing. The testing site will be at a driving range on Frankie’s Road off County Road 561 in Tavares, Florida

Vendor Specifications:

- All hoses are to be tested to NFPA 1962-08
- Contractor shall unpack and repack all hose beds and racks
- Ink stenciled number system on each length
- Replace gaskets as needed
- Check all couplings, lubricate as necessary
- Yearly color code provided on each length
- Apparatus inventory report (submit sample with your bid submittal)
- Tag all failures out of service
- Provide an annual computerized report (submit a sample with your bid submittal)

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Bid: shall refer to any offer(s) submitted in response to this Invitation to Bid.

Bidder: Shall refer to anyone submitting a bid in response to an Invitation to Bid.

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

Contractor: The vendor to which award has been made.

County: Shall refer to Lake County, Florida.

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

Modification: A written change to a contract.

Responsive: Refers to a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the Invitation to Bid.

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

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

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 Invitation to Bid (ITB) that the words “shall”, “must”, or “will” are equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the County’s sole discretion, the deficient response is not in substantial accord with this ITB’s mandatory requirements. The words “should” or “may” are equivalent in this ITB and indicate very desirable conditions, or requirements but are permissive in nature.

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

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. 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 upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.).
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave.
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public

entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid opening date. Such inquiries shall contain the requester’s name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the bidder’s facsimile number.

The Office of Procurement Services may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any 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 bidder’s responsibility to ensure receipt of all addenda, and any accompanying documentation, the bidder is required to submit with its bid a signed “Acknowledgment of Addenda” form, when any addenda have been issued. Failure to acknowledge each addendum may prevent the bid from being considered for award.

D. Contents of Solicitation and Bidders’ Responsibilities

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

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation 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 Bids

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid as 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 bid. No changes to a bid will be accepted after the bid opening date.

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

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 Bid 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 bid or proposal response date.

H. Prompt Payment Terms

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

3.3 PREPARATION OF BIDS

- A. The Bid Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.
- B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- H. Any bid received after the stipulated bid opening date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.

3.4 CANCELLATION OF SOLICITATION

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

3.5 AWARD

- A. Award may be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award 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 bidder's site or hold a pre-award qualification hearing to determine the responsibility and capacity of the bidder to perform the requirements of this solicitation. 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.

- F. The bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a bidder that submitted a bid under this solicitation.
- G. The Director of Procurement Services will decide all tie bids with initial preference being given to the entity employing the most personnel residing within the County.

3.6 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 Director of Procurement Services.

3.7 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.

3.8 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use any stated estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing 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.

3.9 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 as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.10 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.

3.11 PROTEST OF AWARD

A vendor wishing to protest any award decision resulting from this solicitation shall do as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the actual contract award date may be rejected.

3.12 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.

3.13 SUBCONTRACTING

Unless otherwise specified in this solicitation, the vendor shall not

subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.14 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.

3.15 DELIVERY

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

3.16 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the vendor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. 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.

3.17 INDEMNIFICATION

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.

3.18 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such bids. Related parties shall mean bidder or the principals thereof which have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

3.19 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.

3.20 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."

3.21 TERMINATION DUE TO UNAVAILABILITY OF FUNDING IN SUCCEEDING FISCAL YEARS

When funds are not appropriated or otherwise made available to support continuation of performance in a 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.

3.22 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation 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 appropriate 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.

3.23 FRAUD AND MISREPRESENTATION

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

3.24 ACCESS TO RECORDS

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 three (3) years 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.

3.25 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; the "Public Record Law." The bidder should not submit any information in response to this solicitation which the bidder 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 of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.26 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 procurement representative designated herein prior to submittal of a response or application of any type 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.

3.27 INCURRED EXPENSES

This ITB 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 bidder in preparing and submitting a bid, or any cost or expense incurred by any bidder prior to the execution of a purchase order or contract agreement. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.28 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor.

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.

In the event the project is declared a sales tax recovery project by the County, the following procedure shall apply:

- (a) The County representative shall make a recommendation to the Division of Procurement Services regarding the materials to be purchased;
- (b) When those materials are purchased by the County, all purchase orders shall be issued directly from Procurement Services;
- (c) The County shall take title to those materials directly from the manufacturer/supplier and shall bear the risk of loss or damage to the materials which are delivered directly from the manufacturer/ supplier;
- (d) The County shall be invoiced directly for the materials from the manufacturer/supplier and shall pay the invoices directly to the manufacturer/supplier, presenting its sales tax exemption certificate at the time of payment.

The cost of any materials purchased through the sales tax recovery program shall be deducted from the contract amount and the vendor shall no longer be responsible for providing those materials. A written change order shall be executed.

3.29 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this ITB 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.

3.30 STATE REGISTRATION REQUIREMENTS

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

3.31 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor for all required items and services and shall assume full

responsibility for the procurement and maintenance of such items or services. The vendor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this ITB. 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 sub-contractors. 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.

3.32 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 any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

3.33 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.

3.34 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.

3.35 TRUTH IN NEGOTIATION CERTIFICATE

For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement 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 agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the owner determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

3.36 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. A copy of the requirements shall be supplied to the vendor by the County upon request.

ITB TITLE: Annual Fire Hose Testing per NFPA 1962-8

NOTES:

- Lake County is exempt from all taxes (Federal, State, and Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- 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.
- Each price offered in your bid shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- 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:
<p>The bidder must list below the dates of issue for each addendum received in connection with this ITB:</p> <p style="margin-left: 40px;">Addendum #1, Dated: <u>April, 1 2009</u></p> <p style="margin-left: 40px;">Addendum #2, Dated: _____</p> <p style="margin-left: 40px;">Addendum #3, Dated: _____</p> <p style="margin-left: 40px;">Addendum #4, Dated: _____</p>
Part II:
<p><input type="checkbox"/> No Addendum was received in connection with this ITB.</p>

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 09-0816

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

Pricing shall include travel required to and from respective sites. Vendor pricing shall include all of the vendors overhead, including, but not limited to, trip charges and mileage.

PRICING SECTION

Item Number	Item Description	Unit	Qty	Unit Price	Extended Price
1.	Annual fire hose testing regardless of hose size per the preceding specifications and conditions:	ft	9000	\$ _____	\$ _____

	<p>Time (in days) to complete annual fire hose testing.</p> <p><u>5</u> days</p> <p>Name/Telephone/Cell/Beeper /Email of emergency contact:</p> <p><u>John OKINSKY</u></p> <p><u>732-684-0409</u></p> <p>_____</p> <p>_____</p>				
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SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 09-0816

By Signing This Bid the Bidder Attests and Certifies That:

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

Certification Regarding Acceptance of County Electronic Payable Process

Please certify whether the bidder will accept payment processed through the County’s VISA- based electronic payment system: Yes No (Check one)

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 executive of the bidding entity been convicted of a felony during the past ten (10) years? Yes No (Check one)

Conflict of Interest Disclosure Certification

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

Exceptions: _____

General Vendor Information and Proposal Signature:	
Firm Name:	<u>WATERWAY INC.</u>
Street Address:	<u>12 Tudor Ave Pine Beach, N.J. 08741</u>
Mailing Address (if different):	_____
Telephone No.:	<u>732-814-4180</u>
Fax No.:	<u>732-506-6037</u>
E-mail:	<u>EOKINSKY@WATERWAYNJ.COM</u>
FEIN No.:	<u>22-3408012</u>
Prompt Payment Terms:	<u>0</u> % <u>0</u> days, net <u>30</u>
Signature:	<u>Edward J Okinsky Jr</u> Date: <u>4/4/09</u>
Print Name:	<u>Edward J Okinsky Jr</u> Title: <u>president</u>

Award of Contract by the County: (Official Use Only)	
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.	
Vendor awarded as:	
<input checked="" type="checkbox"/> Sole vendor	<input type="checkbox"/> Pre-qualified pool vendor based on price
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____
<input type="checkbox"/> Secondary vendor for items: _____	<input type="checkbox"/> Other status: _____
Signature of authorized County official:	<u>Roseann Johnson</u> Date: <u>5-6-09</u>
Printed name:	<u>Roseann Johnson</u> Title: <u>Procurement Services Supervisor</u>
Purchase Order Number assigned to this contract for billing purposes:	<u>N/A at this time</u>

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References

Attachment 2: Chapter 7 Service Testing Hose NFPA

WORK REFERENCES

#1 Agency	Toms River Fire District # 1
Address	P.O. Box 1
City, State, ZIP	Toms River, N.J. 08753
Contact Person	Administrator William Golkiewicz
Telephone	732-341-4441
Date(s) of Service	September 2008
Type of Service	SERVICE TESTED 75,000' Fire Hose
Comments:	

#2 Agency	Galloway Twp. Fire Department
Address	300 Jimmie Leeds Rd.
City, State, ZIP	Galloway Twp NJ New Jersey 08205
Contact Person	Administrative Asst. Lisa Hand
Telephone	609-652-3700 X 205
Date(s) of Service	November 2008
Type of Service	SERVICE TEST 80,000' Fire Hose
Comments:	

#3 Agency	Ancora Psychiatric Hospital
Address	301 Spring Gardens Rd.
City, State, ZIP	Ancora, N.J. 08037
Contact Person	Chief KARL HUGHES
Telephone	609-567-7250
Date(s) of Service	November 2008
Type of Service	SERVICE TEST 75,000' of occupant's Fire Hose
Comments:	

Chapter 7 Service Testing

7.1* Service Test Pressure.

7.1.1 Hose Manufactured Prior to July 1987.

7.1.1.1 The service test pressure for hose manufactured prior to July 1987 to meet the requirements of the 1979 and previous editions of NFPA 1961, *Standard on Fire Hose*, shall be determined from Table 7.1.1.1 based on the type of hose and the acceptance or proof test pressure that is stenciled on each length of hose and reads "Tested to ___ psi."

Table 7.1.1.1 Service Test Pressures for Hose Manufactured Prior to July 1987

Trade Size			New Hose Rated Acceptance Test Pressure		Service Test Pressure	
in.	mm	Jackets	psi	kPa	psi	kPa
Lined industrial, standpipe, and fire department						
1½-2½	38-65	Single	300	2070	150	1030
1½-4½	38-114	Single	400	2760	250	1720
1½-2½	38-65	Single	500	3450	250	1720
1½-4	38-100	Multiple	400	2760	250	1720
1½-4	38-100	Multiple	600	4140	250	1720
Lined forestry						
1 and 1½	25 and 38	Single	450	3100	250	1720
Relay supply						
3½-5	90-125	Single	400	2760	200	1380
5-6	125-150	Single	300	2070	150	1030
Pump supply (soft suction)						
4-6	100-150	Multiple	400	2760	200	1380

7.1.1.2 The acceptance or proof test pressure that is stenciled on hose manufactured prior to July 1987 shall not be used for the service test pressure.

7.1.2 Hose Manufactured July 1987 and After.

7.1.2.1 The service test pressure for hose manufactured in July 1987 and after to meet the requirements of the 1987 and subsequent editions of NFPA 1961, *Standard on Fire Hose*, is stenciled on each length of hose and reads "Service Test to ___ psi per NFPA 1962" or "Service Test to ___ bar per NFPA 1962."

7.1.2.2 New proof pressure tests for hoses shall only be conducted at the point of manufacture or at a facility equipped to perform these tests.

7.1.2.3 Tests in the field shall not subject the hose to its proof test pressure.

7.1.3* After the correct service test pressure has been determined for each length of hose to be tested, the service test shall be conducted as specified in Section 7.2.

7.2 Service Test Procedure.

7.2.1 Each length of hose to be service-tested shall be inspected as specified in Section 4.6.

7.2.2 Any length of hose that fails the inspection shall be removed from the service test area and repaired as

necessary or condemned.

7.2.3 Lengths of hose to be tested simultaneously shall be of the same service test pressure and shall be considered the hose test layout.

7.2.4* The total length of any hose line in the hose test layout to be service-tested shall not exceed 300 ft (91 m).

7.2.5 The hose test layout shall be straight, without kinks or twists.

7.2.6 All 3½ in. (89 mm) and larger diameter hose shall be service-tested while lying flat with a short length of smaller diameter hose with the same or higher proof pressure used to connect the pressure source to the hose being tested.

7.2.7* A test location shall be selected that allows connection of the hose testing apparatus (pressure source) to a water source.

7.2.8* A hose testing machine, a stationary pump, or a pump on a fire department apparatus shall be used as a pressure source.

7.2.8.1 If a hose testing machine is used, the procedure defined in Section 7.6 shall be used.

7.2.8.2 If a stationary pump or a pump on a fire department apparatus is used, the procedure defined in Section 7.7 shall be used.

7.2.9 At the conclusion of the test, the hose records specified in Chapter 5 shall be updated to indicate the results of the service test for each length of hose tested.

7.2.10* Any hose that fails the inspection defined in Section 4.6, bursts or leaks during the service test, or has couplings that leak or are otherwise found defective as defined in 6.2.3 shall be tagged as required in 5.1.6 or 5.3.6 and removed from service.

7.2.10.1 If the hose leaks or the hose jacket fails inspection, a distinguishing mark noting the location of the defect(s) shall be placed on the hose.

7.2.10.2 If the couplings fail or are defective, they shall be repaired or replaced.

7.2.10.3* If the hose cannot be repaired, the couplings shall be removed from both ends.

7.2.11 If the hose is repaired, or the couplings are repaired or replaced, the hose shall be service tested in accordance with Chapter 7 before being placed back in service.

7.2.12 After testing, all hose shall be thoroughly cleaned, drained, and dried as specified in Section 4.7 before being placed in service or storage.

7.3 Unlined Hose.

Unlined fire hose shall be replaced with an approved lined fire hose when service testing is required.

7.4 Booster Hose.

7.4.1* Booster hose shall be tested in accordance with Section 7.2 to 110 percent of its maximum working pressure.

7.4.2 If a maximum working pressure cannot be determined for the hose, it shall be tested to 110 percent of the normal highest working pressure as used in the system.

7.5* Suction Hose.

7.5.1 Suction hose shall be dry-vacuum tested using the following procedure.

(A) The hose shall be attached to a suction source.

(B) The free end shall be sealed with a transparent disk and connected to an accurate vacuum measuring instrument.

(C) A 22 in. mercury (0.75 bar or 74.5 kPa) vacuum shall be developed.

(D) While holding the vacuum for 10 minutes, the interior of the hose shall be inspected through the transparent disk.

(E) There shall be no signs of physical damage or collapse of the lining into the waterway.

7.6 Service Test Using a Hose Testing Machine.

The procedure defined in this section shall be used when hose is service-tested using a hose testing machine.

WARNING: Because there is a potential for catastrophic failure during the service testing of fire hose, it is vital that safety precautions be taken to prevent exposure of anyone to this danger. Do not deviate from the procedures prescribed in this section.

7.6.1 Hose Testing Machine Integrity. The condition of the hose testing machine shall be thoroughly checked daily before each testing session and before the machine is used after being transported to a new testing site.

7.6.1.1 The hose testing machine shall be carefully examined for damaged components that might fail during the test.

7.6.1.2 If any damage is discovered, the hose testing machine shall not be used until the damaged component (s) is repaired or replaced.

7.6.1.3 A pressure leak integrity test shall be performed on the machine to determine whether the pressurized outlet side of the machine and its related components are leak-free.

7.6.1.3.1 The fire hose outlet connection(s) of the machine shall be capped or otherwise closed.

7.6.1.3.2 Pressure shall be applied through the machine using the integral pump to a level that is 10 percent higher than the highest service test pressure needed for the hose to be tested.

7.6.1.3.3 The pressure shall be held for 3 minutes with the pump turned off.

7.6.1.3.4 If leaks are detected, the testing machine shall not be used until the leaking component(s) is repaired or replaced.

7.6.1.4 The test gauge that is used to read the test pressure shall have been calibrated within the previous 12 months.

7.6.2 Conducting the Test.

7.6.2.1 The test layout shall be connected to the outlet side of the water supply valve on the hose testing machine.

7.6.2.2 A test cap with a bleeder valve shall be attached to the far end of each hose line in the test layout. If a test cap is not available, a nozzle with a nontwist shutoff shall be permitted to be used.

7.6.2.3 With the test cap valve or the nozzle open, the pressure shall be raised gradually to 45 psi \pm 5 psi (3.1 bar \pm 0.35 bar or 310 kPa \pm 35 kPa).

7.6.2.4* After the hose test layout is full of water, all the air in each hose line shall be exhausted by raising the discharge end of each hose line above the highest point in the system.

WARNING: Take care to remove all air from the hose before the valve in the test cap or the nozzle is closed and the pressure raised. The development of test pressures introduces a serious accident potential if air remains in the system.

7.6.2.5 The nozzle or test cap valve shall be closed slowly, and then the outlet water supply valve shall be closed.

7.6.2.6* The hose directly in back of the test cap or the nozzle shall be secured to avoid possible whipping or other uncontrolled reactions in the event of a hose burst.

7.6.2.7 With the hose at 45 psi \pm 5 psi (3.1 bar \pm 0.35 bar or 310 kPa \pm 35 kPa), it shall be checked for leakage at each coupling and the couplings tightened with a spanner wrench where necessary.

7.6.2.8 Each hose shall then be marked at the end or back of each coupling to determine, after the hose has been drained, if the coupling has slipped during the test.

7.6.2.9 All personnel other than those persons required to perform the remainder of the procedure shall clear the area.

7.6.2.10 The pressure shall be raised slowly at a rate not greater than 15 psi (1 bar or 103 kPa) per second until the service test pressure is attained and then maintained, by pressure boosts if necessary, for the duration of the stabilization period.

7.6.2.11 The stabilization period shall be not less than 1 min per 100 ft (30 m) of hose in the test layout.

7.6.2.12 After the stabilization period, the hose layout shall hold the service test pressure for 3 minutes without further pressure boosts.

7.6.2.13 While the hose test layout is at the service test pressure, it shall be inspected for leaks.

7.6.2.13.1 If the inspecting personnel walk the test layout to inspect for leaks, they shall be at least 15 ft (4.5 m) to the left side of the nearest hose line in the test layout. The left side of the hose line shall be defined as that side that is to the left when facing the free end from the pressure source.

7.6.2.13.2 Personnel shall never stand in front of the free end of the hose, on the right side of the hose, or closer than 15 ft (4.5 m) on the left side of the hose, or straddle a hose in the test layout during the test.

7.6.2.14 If the hose test layout does not hold the service test pressure for the 3-minute duration, the service test shall be terminated.

7.6.2.14.1 The length(s) of hose that leaked shall have failed the test.

7.6.2.14.2 The test layout shall be drained and the defective hose removed from the test layout.

7.6.2.14.3 The service test shall be restarted beginning with the procedures required in 7.6.2.1.

7.6.2.15 After 3 minutes at the service test pressure, each test cap or nozzle shall be opened to drain the test layout.

7.6.2.16 Coupling Slippage.

7.6.2.16.1 The marks placed on the hose at the back of the couplings shall be observed for coupling slippage.

7.6.2.16.2 If the coupling has slipped, the hose shall have failed the test.

7.7 Service Test Using a Stationary Pump or a Pump on a Fire Department Apparatus.

The following procedure shall be used when hose is to be service-tested using a stationary pump or a pump on a fire department apparatus.

WARNING: Because there is a potential for catastrophic failure during the service testing of fire hose, it is vital that safety precautions be taken to prevent exposure of anyone to this danger. Do not deviate from the procedures prescribed in this section.

7.7.1 The test gauge that is used to read the test pressure shall have been calibrated within the previous 12 months.

7.7.2* A hose test valve consisting of a fire department gate valve with a $\frac{1}{4}$ in. (6.4 mm) opening drilled through the gate and designed to withstand the service test pressures shall be used between the pump and the hose test layout.

7.7.3 The test layout shall be connected to the hose test valve.

7.7.3.1 If a pump on a fire apparatus is used, the hose test valve shall not be attached to any discharge outlet at or adjacent to the pump operator's position.

7.7.3.2 The hose test valve end of the hose line shall be secured with a belt tie-in or rope hose tool at a point 10 in. to 15 in. (250 mm to 400 mm) from the coupling.

7.7.4 A test cap with a bleeder valve shall be attached to the far end of each hose line in the test layout. If a test cap is not available, a nozzle with a nontwist shutoff shall be permitted to be used.

7.7.5 With the hose test valve open and the test cap valve or nozzle open, the pressure shall be gradually raised to 45 psi \pm 5 psi (3.1 bar \pm 0.35 bar or 310 kPa \pm 35 kPa).

7.7.6* After the hose test layout is full of water, all air in each hose line shall be exhausted by raising the discharge end of each hose line above the highest point in the system.

WARNING: Take care to remove all air from the hose before the valve in the test cap or the nozzle is closed and the pressure raised. The development of test pressures introduces a serious accident potential if air remains in the system.

7.7.7 The nozzle or test cap valve shall be closed slowly, and then the hose test valve shall be closed.

7.7.8* The hose directly in back of the test cap or the nozzle shall be secured to avoid possible whipping or other uncontrolled reactions in the event of a hose burst.

7.7.9 With the hose at 45 psi \pm 5 psi (3.1 bar \pm 0.35 bar or 310 kPa \pm 35 kPa), it shall be checked for leakage at each coupling and the couplings tightened with a spanner wrench where necessary.

7.7.10 Each hose shall then be marked at the end or back of each coupling to determine, after the hose has been drained, if the coupling has slipped during the test.

7.7.11 All personnel other than those persons required to perform the remainder of the procedure shall clear the area.

7.7.12 The pressure shall be raised slowly at a rate not greater than 15 psi (1 bar or 103 kPa) per second until the service test pressure is attained and then maintained for 3 minutes.

7.7.13 While the test layout is at the service test pressure, the hose shall be inspected for leaks.

7.7.13.1 If the inspecting personnel walk the test layout to inspect for leaks, they shall be at least 15 ft (4.5 m) from either side of the nearest hose line in the test layout.

7.7.13.2 Personnel shall never stand in front of the free end of the hose, or closer than 15 ft (4.5 m) on either side of the hose, or straddle a hose in the test layout during the test.

7.7.14 If, during the test, a section of hose is leaking or a section bursts, the service test shall be terminated.

7.7.14.1 The length(s) of hose that leaked or burst shall have failed the test.

7.7.14.2 The test layout shall be drained and the defective hose removed from the test layout.

7.7.14.3 The service test shall be restarted beginning with the procedures required in 7.7.3.

7.7.15 After 3 minutes at the service test pressure, the pump shall be shut down, the hose test valve opened, the pressure allowed to equalize with the source, the pump discharge gates closed, and each test cap valve or nozzle opened to drain the test layout.

7.7.16 Coupling Slippage.

7.7.16.1 The marks placed on the hose at the back of the couplings shall be observed for coupling slippage.

7.7.16.2 If the coupling has slipped, the hose shall have failed the test.

NEXT CHAPTER



Phone / Fax (732) 506-6037
www.waterwayinc.com

HOSE TESTING ESTIMATE

DATE:04/01/2009			
FROM: WATERWAY-NJ P.O. BOX 142 SEASIDE HEIGHTS,N.J. 08751		TO: : Lake County Florida Office of Procurement Services 315 West Main St.,Suite 416 Tavaras,Fl. 32778-7800	
TOTAL FOOTAGE	COMPANY	PER FT.	EXT.
90,000		\$.22	\$ 19,800.00
TAX I.D.		TAX	TOTAL\$19,800.00

SERVICE TEST INCLUDES:

- Test all hose to NFPA 1962 standards
- Unpack/Re-pack all hose beds & racks
- Check all couplings/lubricate
- Check and replace all gaskets as needed
- Stenciled numbering system
- Stencil station # or initials
- Complete computer report

Waterway, Inc. will inspect and service test all hose in accordance with the standards of the NFPA as set forth in the section titles "Care, Use and Maintenance of Fire Hose, Connections and Nozzles." It is expressly understood and agreed that Waterway, Inc. shall not be deemed or held liable, obligated or accountable upon or under any guarantees or warranties, express or implied, statutory, by operation of law, or otherwise, relative to the use of any tested fire hose, connections or nozzles after the date of inspection. Furthermore, Waterway, Inc. will not be held liable, obligated or accountable for any hose lengths that fail during testing under specified conditions and pressures.

The customer will be responsible for the water supply and any costs associated with the testing. A computer test record will be supplied upon payment for services.

*****ACCESS TO RECORDS 24/7 VIA INTERNET*****
 *** PAYMENT DUE WITHIN 30 DAYS OF TEST COMPLETION ***
 *** Sign and return one copy of this estimate. ***

SIGNATURE _____ DATE: _____

YEAR: 2009 FORM# 20000 DATE: 02/26/09
 COMPANY NAME: LAKEHURST BORO FIRE DEPARTMENT. TESTER: O'KINSKY

#	DIAMETER	MANUFACTURER	LENGTH	AGE	LOCATION	PRESSURE	PASS	FAIL
1000	1.75	NATIONAL	50	85	6201	400	X	
1001	1.75	FLEXLINE	50		6201	400	X	
1004	1.75	FLEXLINE	50		RES	400	X	
1006	1.75	FLEXLINE	50		6201	400	X	
1007	1.75	PONN	50	89	RES	400	X	
1008	1.75	FLEXLINE	50		RES	400	X	
1009	1.75	NATIONAL	50	99	6201	400	X	
1010	1.75	PONN	50	89		400		X
1013	1.75	PONN	06	89	6211	400	X	
1014	1.75	PONN	06	97	6211	400	X	
1015	1.75	FLEXLINE	50		6211	400	X	
1016	1.75	NATIONAL	50	85	6211	400	X	
1017	1.75	FLEXLINE	50	95	6211	400	X	
1018	1.75	NATIONAL	50	85	6211	400	X	
1019	1.75	FLEXLINE	50	97	6211	400	X	
1020	1.75	NATIONAL	50	99	6211	400	X	
1021	1.75	FLEXLINE	50	99	6211	400	X	
1022	1.75	NATIONAL	50	99	6211	400	X	
1023	1.00	SNAPTITE	50	85	6211	300	X	
1024	1.00	SNAPTITE	50	89	6211	300	X	

== Total Feet Tested == 912

YEAR: 2009 FORM# 20001 DATE: 02/26/09
 COMPANY NAME: LAKEHURST BORO FIRE DEPARTMENT. TESTER: O'KINSKY

#	DIAMETER	MANUFACTURER	LENGTH	AGE	LOCATION	PRESSURE	PASS	FAIL
1025	1.00	SNAPTITE	50	89	6211	300	X	
1026	1.75	FLEXLINE	50	99	6203	400	X	
1027	1.75	PONN	50	89	6203	400	X	
1028	1.75	PONN	50	89	6203	400	X	
1029	1.75	FLEXLINE	50	99	RES	400	X	
1031	1.75	PONN	06	97	6221	400	X	
1032	1.75	PONN	06	97	6221	400	X	
1033	1.75	KEY	50	08	6201	400	X	
1034	1.75	KEY	50	08	6201	400	X	
1035	1.75	KEY	50	08	6201	400	X	
1036	1.75	KEY	50	08	6201	400	X	
1037	1.75	KEY	50	08	6201	400	X	
1038	1.75	KEY	50	08	6201	400	X	
1039	1.75	KEY	50	08	6201	400	X	
1040	1.75	KEY	50	08		400		X
1041	1.75	KEY	50	08	RES	400	X	
1042	1.75	KEY	50	08	RES	400	X	
1043	1.75	KEY	50	08	RES	400	X	
1044	1.75	KEY	50	08	RES	400	X	
1045	1.75	KEY	50	08	RES	400	X	
1046	1.75	KEY	50	08	RES	400	X	
1047	1.75	KEY	50	08	RES	400	X	
1048	1.75	KEY	50	08	RES	400	X	
1049	1.75	KEY	50	08	RES	400	X	

== Total Feet Tested == 1112

YEAR: 2009 FORM# 20003 DATE: 02/26/09
 COMPANY NAME: LAKEHURST BORO FIRE DEPARTMENT. TESTER: O'KINSKY

#	DIAMETER	MANUFACTURER	LENGTH	AGE	LOCATION	PRESSURE	PASS	FAIL
2000	2.50	MES	50	06	RES	400	X	
2001	2.50	MES	50	06	RES	400	X	
2002	2.50	MES	50	06	RES	400	X	
2003	2.50	MES	50	06	RES	400	X	
2004	2.50	GOODRICH	50	89	6211	250	X	
2005	2.50	PONN	50	89	6211	300	X	
2006	2.50	PONN	50	89	6211	300	X	
2007	2.50	PONN	50	89	6211	300	X	
2008	2.50	MES	50	06	RES	400	X	
2009	2.50	MES	50	06	6221	400	X	
2010	2.50	FABRIC	50	76	RES	250	X	
2011	2.50	PONN	50		RES	300	X	
2013	2.50	PONN	50	89	6221	300	X	
2015	2.50	PONN	50	89	6221	300	X	
2016	2.50	PONN	50	89	6221	300	X	
2017	2.50	KEY	50	08	6201	400	X	
2018	2.50	KEY	50	08	6201	400	X	
2019	2.50	KEY	50	08	6201	400	X	
2020	2.50	KEY	50	08	6201	400	X	
2021	2.50	KEY	50	08	RES	400	X	
2022	2.50	KEY	50	08	RES	400	X	

== Total Feet Tested == 1050

YEAR: 2009 FORM# 20004 DATE: 02/26/09
 COMPANY NAME: LAKEHURST BORO FIRE DEPARTMENT. TESTER: O'KINSKY

#	DIAMETER	MANUFACTURER	LENGTH	AGE	LOCATION	PRESSURE	PASS	FAIL
3000	3.00	MES	50	06	6201	400	X	
3001	3.00	MES	50	06	6201	400	X	
3002	3.00	MES	50	06	6201	400	X	
3003	3.00	MES	50	06	6201	400	X	
3004	3.00	MES	50	06	6201	400	X	
3005	3.00	MES	50	06	6201	400	X	
3006	3.00	PONN	50	89	6211	300	X	
3007	3.00	PONN	50	89	6211	300	X	
3008	3.00	GOODRICH	50	89	6211	250	X	
3009	3.00	GOODRICH	50		6203	250	X	
3010	3.00	GOODRICH	50		6203	250	X	
3011	3.00	GOODRICH	50		6203	250	X	
3012	3.00	GOODRICH	50	78	RES	250	X	
3013	3.00	GOODRICH	50		RES	250	X	
3014	3.00	GOODRICH	50		RES	250	X	
3016	3.00	PONN	50	89	6221	300	X	
3017	3.00	PONN	50	89	6221	300	X	
3018	3.00	PONN	50	89	6221	300	X	
3019	3.00	PONN	50	89	6221	300	X	
3020	3.00	PONN	50	89	6221	300	X	
30213	3.00	PONN	25	85	6269	300	X	

== Total Feet Tested == 1025

YEAR: 2009 FORM# 20005 DATE: 02/26/09

COMPANY NAME: LAKEHURST BORO FIRE DEPARTMENT. TESTER: O'KINSKY

#	DIAMETER	MANUFACTURER	LENGTH	AGE	LOCATION	PRESSURE	PASS	FAIL
5000	5.00	KOCHECK	100	06	6201	200	X	
5001	5.00	KOCHECK	100	06	6201	200	X	
5002	5.00	KOCHECK	100	06	6201	200	X	
5003	5.00	KOCHECK	100	06	6201	200	X	
5004	5.00	KOCHECK	100	06	6201	200	X	
5005	5.00	KOCHECK	100	06	6201	200	X	
5006	5.00	KOCHECK	100	06	6201	200	X	
5007	5.00	KOCHECK	100	06	6201	200	X	
5008	5.00	KOCHECK	100	06	6201	200	X	
5012	5.00	ANGUS	100		6201	200	X	
5014	5.00	KOCHECK	100	88	6211	200	X	
5015	5.00	KOCHECK	100	89	6211	200	X	
5016	5.00	KOCHECK	100	88	6211	200	X	
5017	5.00	KOCHECK	100	88	6211	200	X	
5018	5.00	NATIONAL	100	94	6211	200	X	
5019	5.00	NATIONAL	100	88	6211	200	X	
5020	5.00	NATIONAL	100	94		200		X
5021	5.00	NATIONAL	100	94	6211	200	X	
5022	5.00	ANGUS	100	87	6211	200	X	
5024	5.00	SNAPTITE	100	87		200		X
— Total Feet Tested —			2000					



Waterway NJ

P.O. Box142 Seaside Heights, NJ 08751. Phone: 732-814-4180 Fax: 732-506-6037 eokinsky@waterwaynj.com

GROUND LADDER TESTING REPORT

(Circle One) **PASS / FAIL**

Department: _____

Date: _____

LADDER INFORMATION

Tasted By _____

Waterway ID #: _____	Dept ID #: _____	GROUND LADDER TYPE	LADDER CONSTRUCTION
Apparatus ID #: _____	Length: _____	<input type="checkbox"/> Folding	<input type="checkbox"/> Metal
Manufacturer: <input type="checkbox"/> Duo - Safety	<input type="checkbox"/> Alco - Lite	<input type="checkbox"/> Roof	<input type="checkbox"/> Fiberglass
Other _____		<input type="checkbox"/> Extension	<input type="checkbox"/> Wood
		<input type="checkbox"/> Combination	BEAM CONSTRUCTION
		<input type="checkbox"/> Single	<input type="checkbox"/> Solid
		<input type="checkbox"/> Pompier	<input type="checkbox"/> Truss
Manuf. S/N: _____	Purchased: ____ / ____ / ____	In service: ____ / ____ / ____	

VISUAL INSPECTION: 4-1.3

- a. Heat Sensors Inspected YES
 Heat Sensors Required: _____ Heat Sensors Existing: _____ Replaced or Installed: _____
FAILED OTHER TESTS (No Heat Sensors installed) YES
- b. All *Rungs*, for *snugness & tightness* PASSED FAILED N/A
- c. All *Bolts*, and *Rivets*, for *tightness* PASSED FAILED N/A
- d. *Welds*, for any *cracks* & apparent *defects* PASSED FAILED N/A
- e. *Beams* and *Rungs*, for *cracks, splintering, breaks, gouges,* PASSED FAILED N/A
 check *wavy conditions*, or *deformation*
- f. *Butt spurs*, for *excessive wear* or *other defects* PASSED FAILED N/A
- g. *Halyards*, for *fraying* or *kinking* PASSED FAILED N/A
- h. *Roof hooks*, for *sharpness* PASSED FAILED N/A
- i. *Rungs*, for *punctures, wavy conditions, worn serration's,*..... PASSED FAILED N/A
 or *deformation*
- j. *Surface corrosion* PASSED FAILED N/A
 NEEDS CLEANING
- k. *Ladder slide areas*, for *galling* or *absence of wax*,
 if required by the manufacturer PASSED FAILED N/A
- l. *Loss of gloss* on *fiberglass* and *wood ladder beams* PASSED FAILED N/A

HORIZONTAL BENDING TEST: 5-2.1

Metal & Fiberglass Ground Ladders 5-2.1.2 PASSED FAILED N/A

- Pre-load 350 lbs. (1 min.) _____
- Pre-load removed, side rail to surface measurement _____
- Test load, 500 lbs. (5 min.) _____
- Measurement after 5 minutes _____

Note:
Allowable differences
25' or less (1/2")
26' - 34' (1")
35' or over (1-1/2")

DIFFERENCE _____

Comments: _____

Wood Ground Ladders Only 5-2.1.3 PASSED FAILED N/A

- No Pre-load, No measurements
- Test load, 500 lbs. (5 min.)

Comments: _____

Metal & Fiberglass Folding Ladders Only 5-5.1.2 PASSED FAILED N/A

- Pre-load 160 lbs. (1 min.) _____
- Pre-load removed, side rail to surface measurement _____
- Test load, 225 lbs. (5 min.) _____
- Measurement after 5 minutes _____

Note:
5-5.1.2.5
There shall be
no more than 1/2"
difference

DIFFERENCE _____

Comments: _____

Wood Folding Ladders DO NOT TEST

ROOF HOOK TEST: 5-2.2 PASSED FAILED N/A

- Pretest Hook Angle _____
- Test load, 1000 lbs. (1min.) _____
- After test Hook Angle _____

FAILED

Note:
Small hooks;
Replace with either
5/8" chrome-moly hooks or
3/4" mild steel hooks

DIFFERENCE _____

5-2.25 After removal of the test load there shall be no permanent deformation.

Comments: _____

HARDWARE TEST: (Ext. Ladders Only) 5-2.3 PASSED FAILED N/A

- No pre-load, no measurements _____
- Test load, 1000 lbs. (1 min.) _____
- After test Hook Angle _____

5-2.3.5 Ladders shall sustain this
test load with no permanent de-
formation or
other visible weakening of the
structure.

DIFFERENCE _____

Comments: _____

Final Test Comments: _____



Roseann,

Enclosed find a completed bid package for your Departments hose testing needs. Waterway has been testing Fire Hose Since 1989 and to date has serviced more than 70 million feet. New for 2009 Waterway is now providing ground ladder testing and is the only fire hose testing company in the U.S. to Achieve I.S.O. 9001 Accreditation. The hose test records I have enclosed are also set up as an apparatus inventory report....Additionally all of these reports can be viewed 24/7 via our web-site...To look at a sample online report please visit www.waterwayinc.com and click on "view sample reports. If we can be of any service, feel free to call.

Respectfully, Ed O'Kinsky 732-814-4180

A handwritten signature in black ink that reads "Ed O'Kinsky". The signature is fluid and cursive, with a long horizontal stroke at the end.



Department of State

I certify from the records of this office that EASTERN REGIONAL WATERWAY LLC, is a New Jersey limited liability company authorized to transact business in the State of Florida, qualified on May 13, 2009.

The document number of this limited liability company is M09000001799.

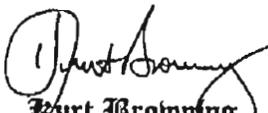
I further certify that said limited liability company has paid all fees due this office through December 31, 2009, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Thirteenth day of May, 2009



CR2EO22 (01-07)


Kurt Browning
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/06/09

PRODUCER GAK Agency, Inc. 1208 Highway 34 Suite 13 Aberdeen, NJ 07747 Phone (732)441-1200 Fax (732)441-9455		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Eastern Regional Waterway LLC T/A Waterway Inc. 1973 Whitesville Road Toms River, NJ 08755-		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Utica Mutual Insurance Company	
		INSURER B: Graphic Arts Mutual Insurance Co.	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CPP 4140083	07/01/2008	07/01/2009	EACH OCCURRENCE	1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	100,000
						MED EXP (Any one person)	5,000
						PERSONAL & ADV INJURY	1,000,000
						GENERAL AGGREGATE	2,000,000
						PRODUCTS - COMP/OP AGG	1,000,000
B	<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS	N/A			COMBINED SINGLE LIMIT (Ea accident)	
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	N/A			AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY:	EA ACC AGG
	<input type="checkbox"/>	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	N/A			EACH OCCURRENCE	
						AGGREGATE	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC 4134976	07/01/2008	07/01/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	1,000,000
						E.L. DISEASE - EA EMPLOYEE	1,000,000
						E.L. DISEASE - POLICY LIMIT	1,000,000
		OTHER	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificateholder Named Below As Additional Insured.
 Fire Hose Testing.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

GAK AGENCY, INC.

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

06/18/08

Taxpayer Identification# 262-682-416/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
EASTERN REGIONAL WATERWAY LLC

TRADE NAME:

ADDRESS:
**1973 WHITESVILLE ROAD
TOMS RIVER NJ 08755**
EFFECTIVE DATE:

SEQUENCE NUMBER:
1418202

ISSUANCE DATE:
06/18/08

06/18/08


Director
New Jersey Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable - It must be conspicuously displayed at above address