LAKE COUNTY
FLORIDA

CONTRACT NO. 16-0608

ANNUAL FIRE HOSE AND GROUND LADDER TESTING
AND AS-NEEDED REPAIR SERVICES

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the proposal of 1st American Fire Services LLC (hereinafter "Contractor") to supply annual fire hose and ground ladder testing and as-needed repair services to the County pursuant to County RFP number 16-0608 (hereinafter "Bid"), opened November 10, 2015 and the Contractor's proposal received in 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.

Attachments: N/A

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Insurance Certificate.

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

This Contract is effective from **February 2, 2016** through **February 1, 2017** 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: _____
Senior Contracting Officer

Date: 2-2-2016

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

LAKE COUNTY
FLORIDA

REQUEST FOR PROPOSAL (RFP)

Annual Fire Hose Testing per NFPA 1962-08 and Ground Ladder Testing per NFPA 1932 and Repair Services

RFP Number:	16-0608	**Contracting Officer:**	D. Villinis
Proposal Due Date:	November 10, 2015	**Pre-Proposal Conference Date:**	Not Applicable
Proposal Due Time:	3:00 p.m.	**RFP Issue Date:**	October 12, 2015

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable for this solicitation
Certifications/Licenses:	Section 1.19
Indemnification/Insurance:	Section 1.8
Pre-Proposal Conference/Walk-Thru:	Not applicable for this solicitation

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

Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Sections 1.13/1.14). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.

NO-RESPONSE REPLY

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

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

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

VENDOR IDENTIFICATION (All vendors complete the following below)

Company Name:	1st American Fire Services LLC	**Phone Number:**	888-424-0911 xt 104
E-mail Address:	bill@1afstest.com	**Contact Person:**	William Hamady

Section 1.1: Purpose

The purpose of this solicitation is to establish a contract for the annual fire hose inspection/testing per National Fire Protection Association (NFPA) 1962-08 and annual ground ladder inspection/testing per NFPA 1932 and as-needed ladder repairs for the Lake County Public Safety Department in conjunction with the County's needs. Vendors submitting proposals in response to this RFP shall be capable of performing both fire hose and ground ladder services.

This is an indefinite quantity contract with no guarantee of the amount of services to be required. The quantities given within this solicitation are only estimated quantities. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Invitation to Bid.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than seven (7) working days before the proposal due date.

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

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

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

Section 1.3: Method of Award

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

1. Timeframe to complete the work.
2. Proposed costs.
3. Experience/qualifications.
4. Reports from direct and indirect references.
5. Responsiveness and completeness of the written proposal to these instructions

with regard to the Scope of Services.

6. Other relevant criteria.

Section 1.4: Pre-Proposal Conference

Not applicable to this solicitation.

Section 1.4.1: Examination of Site/ Equipment

Prior to submitting its offer, it is advised that the vendor visit the site of the proposed work and become familiar with the equipment and 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 to examine equipment, please contact Chief Eric Palmer, Public Safety Department, at 352-343-9458 for an appointment.

Section 1.5: Term of Contract

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index: 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. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

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

Section 1.7: Method of Payment

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

Section 1.8: Insurance

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

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

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

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

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

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

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

Combined Single Limit	$1,000,000

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

Employers Liability insurance with the following minimum limits and coverage:

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

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

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

Loss of Use at coverage value: $ _____
Garage Keepers Liability at coverage value: $ _____

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

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

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

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

Certificate holder shall be:

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

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

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

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

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

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

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

Section 1.9: Bonding Requirements

Not applicable to this solicitation.

Section 1.10: Completion

The vendor shall state in the pricing table in Section 4 the number of calendar days from the date of the purchase order in which the vendor will guarantee to complete the services. Time for completion may be considered a factor in determining the successful vendor.

All services shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor, 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 schedule can be appropriately considered by the County.

Should the vendor to whom the contract is awarded fail to complete the services within the number of days stated in its offer, or the timeframe cited in Section 4 (pricing table), 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 service 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: Liquidated Damages for Late Completion

Failure to complete the service(s) in accordance with the specifications and to the satisfaction of the County within the time stated shall cause the vendor to be subject to charges for liquidated damages in the amount of one thousand dollars ($1,000.00) for each and every calendar day over that the service is not completed and accepted. As compensation due the County for loss of use and for additional costs incurred by the County due to such untimely completion of service(s), the County shall have the right to deduct the said liquidated damages from any amount due, or that may become due, to the vendor under this agreement, or to invoice the vendor for such damages if the costs incurred exceed the amount due the vendor.

Section 1.10.2: Shipping Terms

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

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 services performed 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 services provided do not conform to the specifications, or repairs are found to be inadequate, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor. 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 service not 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 vendor. 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 service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

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

Section 1.13: Delivery of Solicitation Response

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

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

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

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

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

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

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

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

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

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

Section 1.14: Completion Requirements for Proposals

One (1) signed original proposal and two (2) complete copies of the proposal shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the Proposer. The County is not liable or responsible for any costs incurred by any Proposer in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. All pages of the RFP document shall be submitted, as this document will become the subsequent contract document.

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

COMPLETION OF PROPOSAL PACKAGE: The vendor shall complete all required entries in Section 4 of the proposal form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for RFP #16-0608." Do not indicate prices on literature.

Specific Completion Directions:

- Submit the entire RFP document (all pages) as the proposal submittal; the RFP document will become the contract document.
- Submit any addendums that are issued and any required submittal documents (i.e. proof of insurance, certification documents, report samples, etc.) at the back of the proposal document.
- Pricing shall be completed as directed within Section 4.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this RFP.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS

otherwise.

- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the vendor information, and sign the proposal (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- Submit the requested information under Scope of Services (Section 2) on company letterhead at the back of the proposal document, immediately following the References form.
- Submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements as the last page(s) of the proposal document.

Section 1.15: Submittals of Samples of Reports

Vendors are requested to submit the following sample forms and reports they currently utilize with their bid submittal:

- Apparatus inventory report
- Individual ladder testing report form
- Annual computerized report encompassing all findings

These forms/reports should be included at the back of the bid submittal document.

Section 1.16: Accident Prevention and Barricades

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

Section 1.17: Additional Testing Sites/Facilities may be Added

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility 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 facilities. 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 1.18: Business Hours of Operations

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

Year's 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 1.19: Certificate of Competency/Licenses, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid certificate of competency or appropriate current license/certification issued by a qualified regulatory board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub-contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

Copies of certifications shall be submitted in the proposal. Vendors/personnel who have completed Alco-Lite Ground Ladder Maintenance & Testing Class (or similar equivalent) should include copies of certificates in their proposal.

Section 1.20: Clean-Up

Throughout the inspection, testing, and repair services performed under this contract, the vendor shall keep work areas clean and shall dispose of all unusable materials and debris from the premises at the end of each workday. Said materials and debris shall be disposed of in a legal and appropriate manner.

Section 1.21: Competency of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of performing the services as described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County

may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.22: Compliance with Federal Standards

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

Section 1.23: Personnel

Vendor's personnel and/or subcontractors shall carry identification confirming that they are bona fide employees of the vendor. Vendor'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 vendor's personnel assigned to perform this contract.

Section 1.24: 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 1.25: 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 1.26: Minimum Wages

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the

U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

Section 1.27: Omission from the Specifications

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

Section 1.28: Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

Section 1.29: Purchase of Other Items Not Listed Within this Solicitation Based on Price Quotes

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

Section 1.30: Quality Assurance

Materials used by vendor during inspection, testing, and repairs shall be built and tested by a respective manufacturer, who has and is regularly engaged in the production of such materials.

Section 1.31: 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 1.32: Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

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

Section 1.33: Special Notice to Vendors Regarding Federal and/or State Requirements

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

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

SCOPE OF SERVICES

The purpose of this solicitation is to establish a contract for the annual fire hose inspection/testing per National Fire Protection Association (NFPA) 1962-08* and annual ground ladder inspection/testing per NFPA 1932 and as-needed repairs for the Lake County Public Safety Department in conjunction with the County's needs. Vendors submitting proposals in response to this RFP shall be capable of performing both fire hose and ground ladder services. Repairs shall be performed on site and preferably at the same time that the annual testing/inspections are being performed.

*Nozzle and appliance testing are not currently required by Lake County and will not be included under resulting contract. Hose testing shall be at the new pressures as outlined in the specified standard.

This is an indefinite quantity contract with no guarantee of the amount of services to be required. The quantities given within this solicitation are only estimated quantities. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Invitation to Bid.

The Public Safety Department currently owns the following apparatus with equipment on them:

- Nineteen (19) Front line engines
- Four (4) Reserve engines
- Three (3) Squads
- One (1) Tower truck
- Fourteen (14) Tankers
- Two (2) Woods trucks
- Sixteen (16) Brush Units
- Plus, Lake County has twenty-six (26) fire stations; each has a collection of spare hose on site and there is an amount in supply for restocking

Fire Hose Testing Per NFPA 1962-08

Annual hose testing shall meet or exceed, and be inspected and service tested in accordance with the current and future standards of National Fire Protection Association (NFPA) 1962-08, including but not limited to, those standards set forth in the section entitled "Care, Use, and Maintenance of Fire Hose, Connections and Nozzles."

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 (5) 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 will have a representative on site on day(s) of testing. The testing site shall be at a site or facility to be designated by the Department.

Specifications:

- All hoses are to be tested to NFPA 1962-08 standards.
- Contractor shall unpack and repack all hose beds and racks.
- All hose loads shall be inspected by crews for any changes and/or adjustments.
- All hose shall be loaded to proper lengths, color, and quantity.
- All hose shall be Ink stenciled with a numbering system to match and continue with the current system in place and on each length.
- Contractor shall replace gaskets as needed.
- Contractor shall check all couplings and lubricate as necessary.
- Contractor shall provide a yearly color code on each length.
- Contractor shall provide an Apparatus inventory report.
- Contractor shall tag all failures out of service.
- Contractor shall provide an annual computerized report.
- Contractor shall be able to repair and recouple LDH hose that uses Stortz couplings, upgrading the couplings to current NFPA standards, as needed.

Ladder Testing Per NFPA 1932

Annual ground ladder testing shall meet or exceed, and be inspected and service tested in accordance with the current and any future standards of National Fire Protection Association (NFPA) 1932, including but not limited to, those standards set forth in the section entitled "Use, Maintenance and Service Testing of in Service Fire Department Ground Ladders" and any additional tests approved by the ground ladder manufacturer.

Annual inspections and service testing shall be performed at a date and time consistent with the pre-established schedules. Each inspection shall be scheduled with the County representative at

least five (5) working days in advance of any inspection date. All services shall be performed in a timely and professional manner.

Annual ladder inspections may be conducted during the annual hose testing to coordinate equipment out of service only once. Lake County shall provide a site for testing and will bear any associated costs.

Lake County shall have a representative on site on day(s) of testing. Testing of ground ladders shall be conducted during the hose testing process at a site or facility identified by the County. Should testing of ground ladders not be conducted during the hose testing, then vendor shall conduct testing at each station with no additional costs to be assessed to the County.

All repairs shall be performed in accordance with all NFPA standards and shall certify the ladder for continued use and operation. Needed repairs found during the testing process shall be performed on site by the vendor at the same time the testing is being performed. Pricing for most frequent repair items shall be submitted on pricing form where indicated. Other non-listed repairs will be quoted at the time when the repair is found to be needed, per Section 1.29 of this RFP.

Specifications:

- All ladders are to be tested to NFPA 1932 standards and manufacturers requirements
    1. Visual Inspection
    2. Horizontal Bending Test
    3. Roof Hook Test
    4. Hardware Test
    5. Hardness Test (Aluminum ladders)

- Contractor shall unpack and repack ladders

- Contractor shall clearly mark "out of service" with the date and description of the defect on ladders that are required to be removed from service.

- Contractor shall submit an individual ladder testing report.

- Contractor shall provide an annual computerized report encompassing all findings.

- Contractor shall be qualified to repair ladders; i.e., rung replacement, ladder halyard, etc.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

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

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

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

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

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

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

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

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

3.2 INSTRUCTIONS TO PROPOSERS

A. Proposer Qualification

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

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

B. Public Entity Crimes

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

C. Request for Additional Information

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

D. Contents of Solicitation and Proposers' Responsibilities

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should <u>not</u> discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

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

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

G. Conflicts within the Solicitation

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

H. Prompt Payment Terms

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

3.3 PREPARATION OF PROPOSALS

A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal

B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the proposers firm must sign the

proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.**

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

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

F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

3.4 COLLUSION

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

3.5 PROHIBITION AGAINST CONTINGENT FEES

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

3.6 CONTRACTING WITH COUNTY EMPLOYEES

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

3. 7 INCURRED EXPENSES

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

3.8 COUNTY IS TAX-EXEMPT

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

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

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

3.10 CANCELLATION OF SOLICITATION

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

3.11 AWARD

A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.

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

C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

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

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

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

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

H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

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

3.13 OTHER AGENCIES

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

3.14 CONTRACT EXTENSION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.30 PUBLIC RECORDS/ COPYRIGHTS

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County.

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

3.31 GOVERNING LAWS

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

3.32 STATE REGISTRATION REQUIREMENTS

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

3.33 PRIME CONTRACTOR

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

3.34 FORCE MAJEURE

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

3.35 NO CLAIM FOR DAMAGES

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

3.36 TRUTH IN NEGOTIATION CERTIFICATE

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

3.37 GRANT FUNDING

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

3.38 TOBACCO PRODUCTS

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

RFP TITLE: Annual Fire Hose Testing per NFPA 1962-08 and Ground Ladder Testing per NFPA 1932 for Lake County Public Safety Department

NOTES:

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

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

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

PRICING SECTION

Pricing submitted below shall be all inclusive of labor, materials, tools, supplies, incidentals, and 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.
This is an indefinite quantity contract with no guarantee of the amount of services to be required. The quantities given within this solicitation are only estimated quantities. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Request for Proposal.

Fire Hose Inspection / Testing Pricing Schedule					
Item Number	Item Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Annual fire hose testing (regardless of hose size) per the specifications herein	FT	90,000	$ .18	$ 16,200.00
2	Repair item: Repair and recouple LDH hose that uses Stortz couplings, upgrading the couplings to current NFPA standards	LS	N/A	$ 95.00	N/A
3	Time (in days) to complete annual fire hose testing			7 combined with ladders days	

Ground Ladder Inspection / Testing Pricing Schedule					
Item Number	Item Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Annual ground ladder inspection / certification per the specifications herein	FT	2,000	$ 1.20	$ 2,400.00
2	Repair item: Halyard replacement to factory specs using factory approved rope	LS	N/A	$ 85.00	N/A
3	Repair item: Rung replacement using factory approved parts and repair process	LS	N/A	$ 70.00	N/A
4	Repair item: Tip replacement using factory approved parts and repair process	LS	N/A	$ 45.00	N/A
6	Ladder Savers (if needed)	EA	N/A	$ 3.00	N/A
7	Heat Sensing Labels (if needed)	EA	N/A	$ 1.70	N/A
8	Danger Angle Labels (if needed)	EA	N/A	$ 3.00	N/A
9	Time (in days) to complete annual ladder inspection			7 days	

By Signing this Proposal the Proposer Attests and Certifies that:

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

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

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

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

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

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

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Proposal Signature:

Firm Name: 1st American Fire Service LLC
Street Address: 30725 US HWY 19 N #328
Mailing Address (if different): _____
Telephone No.: 888-424-0911 Fax No.: same E-mail: bill@1afstest.com
FEIN No. 46 - 5754809 Prompt Payment Terms: 2 % 5 days, net _____
Signature: _____ Date: 11/05/2015
Print Name: William K Hamady Title: Director

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:

☑ Sole vendor ☐ Pre-qualified pool vendor based on price
☐ Pre-qualified pool vendor (spot bid) ☐ Primary vendor for items: _____
☐ Secondary vendor for items: _____ ☐ Other status: _____
Signature of authorized County official: _____ Date: 2-2-2016
Printed name: DONNA VILLINIS Title: SENIOR CONTRACTING OFFICER

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References

(Submit a minimum of three (3) references for whom similar services have been performed within the last three (3) years and include the name of a contact person who has knowledge of the work performed by your firm.)

WORK REFERENCES

(Contact person shall be a person who dealt with your firm under the similar contract and who has direct knowledge of the firm's work and abilities.)

Agency	Broward County Fire
Address	
City,State,ZIP	Ft. Lauderdale, FL
Contact Person	Chief John Quintoni
Telephone	954-263-5103
Date(s) of Service	2013, 2014, 2015
Type of Service	Testing Fire Hose and Ladders
Comments:	

Agency	Osceola County Fire
Address	
City,State,ZIP	Kissimmee, FL
Contact Person	Tera Knickerbocker
Telephone	407-742-6890
Date(s) of Service	2014, 2015
Type of Service	Testing Fire Hose and Ladders
Comments:	

Agency	Polk County Fire
Address	
City,State,ZIP	Bartow, FL
Contact Person	Chief Steve Buttermore
Telephone	863-519-7396
Date(s) of Service	2009-2015
Type of Service	Testing Fire Hose and Ladders
Comments:	

Apparatus Inventory

Station:

Date:

Vehicle ID:

Company Officers:

A – Shift:	
B – Shift:	
C – Shift:	

Supply Hose: **Attack Hose:**

Rear 5"-1000'	Rear 3"-200"	Front 1.75"-100'	#1 Crosslay 1.75"-150'	#2 Crosslay 1.75"-200'	Rear – A 1.75"-200'	Rear – B 2.5"-200'

High Rise Pack:

2.5"-200' (Combat Ready)

Rolled Hose – Engineers Compartment:

5" Pony	3" Pony	2.5" Roll	1.75" Roll

Hose Testing Field Report

JOB SITE:										TEST DATE(S):																
	ID #	DIAMETER								BRAND	LENGTH				AGE	LOCATION	PSI						PASS	FAIL	NOTES
		1.0	1.5	1.75	2.0	2.5	3.0	4.0	5.0		25	50	100	Other			200	225	300	400	500	Other			
1																									
2																									
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1st American Fire Services

Customer	Test Date	Technician	Reason for Test
osceola			☐ Annual ☐ New ☐ Recert ☐ Repair ☐ Other

Ladder Type	Construction Material	Beam Type	Length
☐ Folding ☐ Roof ☐ Folding ☐ Combination ☐ Extension ☐ Single ☐ Pompier ☐ Multi-purpose	☐ Metal ☐ Wood ☐ Fiberglass	☐ Solid ☐ Truss	

Manufacturer	Serial/ID No.	Date Purchased	Date In-Service	Location
☐ Duo-Safety ☐ Alco Lite ☐ Little Giant				

HEAT SENSORS

		Quantity	Exp. Date	Comments
☐ Inspected ☐ Required	☐ Replaced ☐ Installed			

HORIZONTAL BEND TEST - METAL & FIBERGLASS GROUND LADDERS

Preload Weight	Preload Measurement	Test Load Weight	Deformation	Comments	
350 LBS		500 LBS			☐ PASS ☐ N/A ☐ FAIL

HARDWARE TEST - METAL & FIBERGLASS * EXTENSION LADDERS *

Preload Weight	Preload Measurement	Test Load Weight		Comments	
N/A	N/A	1000 LBS	☐ N/A ☐ FAIL		☐ PASS ☐ N/A ☐ FAIL

Halyards	Rungs	Labels Present				Beams
☐ Inspected	☐ Inspected	☐ Electrical Hazard	☐ Ladder Position	☐ Staypole Position	☐ Length Designation	☐ Inspected

ROOF HOOK TEST - ROOF LADDERS

Test Load	Pretest Hook Angle	Post Test Hook Angle		Staypole Visual Inspection/Comments	
1000 LBS			☐ PASS ☐ N/A ☐ FAIL		☐ PASS ☐ N/A ☐ FAIL

HORIZONTAL BEND TEST - METAL & FIBERGLASS MULTI-PURPOSE & FOLDING LADDERS

Preload Weight	Preload Measurement	Test Load Weight	Deformation	Comments	
160 LBS		225 LBS			☐ PASS ☐ N/A ☐ FAIL

HORIZONTAL BEND TEST - WOOD GROUND LADDERS

Preload Weight	Preload Measurement	Test Load Weight	Comments	
N/A	N/A	500 LBS		☐ PASS ☐ N/A ☐ FAIL

HORIZONTAL BEND TEST - WOOD GROUND LADDERS

Preload Weight	Preload Measurement	Test Load Weight	Comments	
N/A	N/A	225 LBS		☐ PASS ☐ N/A ☐ FAIL

Overall Ladder Assessment: ☐ PASS ☐ FAIL	Certifying Technician Signature:

30725 US Hwy.19 N., No. 328, Palm Harbor, FL 34684

Tel: 888.424.0911

KEY HOSE

"The Hose Company"

1st American Fire Services
William K Hamady

1st American Fire Services is a recommended repair and testing service for Key Hose municipal fire hose products. Upon review of the procedures of 1st American Fire Services, we have determined these procedures are congruent with current NFPA 1962 standards regarding care and maintenance of fire hose.

If you have any further questions, feel free to contact me directly.

Toby Mathews
Vice-President
tmathews@keyhose.com
800.447.5666

Aluminum Ladder Company

Presents

Certificate of Achievement

To

Joel E. Raulerson
1st American Fire Services LLC

For

Successful Completion of the Alco-Lite Ground Ladder
Maintenance & Testing Class

Karen Miller Mellette

November 11, 2010

Aluminum Ladder Company

Presents

Certificate of Achievement

To

William K. Hamady

1st American Fire Services LLC

For

Successful Completion of the Alco-Lite Ground Ladder Maintenance & Testing Class

Karen Miller Mellette

November 11, 2010

State of Florida
Department of State

I certify from the records of this office that 1ST AMERICAN FIRE SERVICES L.L.C. is a limited liability company organized under the laws of the State of Florida, filed on May 27, 2014, effective May 27, 2014.

The document number of this limited liability company is L14000085118.

I further certify that said limited liability company has paid all fees due this office through December 31, 2015, that its most recent annual report was filed on March 20, 2015,, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twentieth day of March, 2015

Secretary of State

Tracking Number: CC7998403327

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by FEI/EIN Number

Florida Limited Liability Company

1ST AMERICAN FIRE SERVICES L.L.C.

Filing Information

Document Number	L14000085118
FEI/EIN Number	46-5754809
Date Filed	05/27/2014
Effective Date	05/27/2014
State	FL
Status	ACTIVE

Principal Address

30725 US HIGHWAY 19 N., #328
PALM HARBOR, FL 34684

Changed: 07/14/2015

Mailing Address

774 SNUG ISLAND
CLEARWATER, FL 33767

Changed: 09/30/2014

Registered Agent Name & Address

PATEL, HIRAL S
4731 DARNELL DRIVE
SEBRING, FL 33872

Authorized Person(s) Detail

Name & Address

Title MGR

Hamady, William K
774 SNUG ISLAND
CLEARWATER BEACH, FL 33767

Annual Reports

Report Year	Filed Date
2015	03/20/2015

Document Images

03/20/2015 -- ANNUAL REPORT	View image in PDF format
05/27/2014 -- Florida Limited Liability	View image in PDF format

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State of Florida, Department of State

FIRSA-1 OP ID: LL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
FIRST INSURANCE OF LAKE PLACID
255 E INTERLAKE BLVD.
LAKE PLACID, FL 33852-
Laurie M. Slade

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Specialty Insurance Co.	
INSURER B : Auto Owners Insurance Co.	18988
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 1st American Fire Services, LLC
774 Snug Island
Clearwater Beach, FL 33767

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		USA4057251	10/28/2015	10/28/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ excluded
							PERSONAL & ADV INJURY	$ excluded
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ excluded
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			5052702900	10/28/2015	10/28/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (PER ACCIDENT)	$
							PIP	$ 10,000
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Lake Mary is listed as additional insured in regards to the General Liability policy.

CERTIFICATE HOLDER

CITYLMA

City Of Lake Mary
911 Wallace Court
Lake Mary, FL 32746-2177

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Laurie M. Slade

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The ACORD name and logo are registered marks of ACORD

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2015

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
4904 Eisenhower Blvd., Ste 250
Tampa FL 33634

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Technology Insurance Company, Inc	42376
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Genesis Employee Leasing
24730 Sandhill Blvd., Suite 904
Punta Gorda FL 33983

COVERAGES — CERTIFICATE NUMBER: 1277223935 — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TWC3487610	8/1/2015	8/1/2016	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

1st American Fire Service, LLC is an alternate employer. Coverage is for contracted employees of Kirt04, Inc. not subcontracted labor.

CERTIFICATE HOLDER

City of Lake Mary
911 Wallace Court
Lake Mary FL 32746-2177

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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FIRSA-1 OP ID: LL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/29/2015

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PRODUCER
FIRST INSURANCE OF LAKE PLACID
255 E INTERLAKE BLVD.
LAKE PLACID, FL 33852-
Laurie M. Slade

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Specialty Insurance Co.	
INSURER B : Auto Owners Insurance Co.	18988
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1st American Fire Services, LLC
774 Snug Island
Clearwater Beach, FL 33767

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		USA4057251	10/28/2015	10/28/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ excluded
							PERSONAL & ADV INJURY	$ excluded
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ excluded
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			5052702900	10/28/2015	10/28/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (PER ACCIDENT)	$
							PIP	$ 10,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

City of Lake Mary is listed as additional insured in regards to the General Liability policy.

CERTIFICATE HOLDER

CITYLMA

City Of Lake Mary
911 Wallace Court
Lake Mary, FL 32746-2177

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Laurie M. Slade

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
4904 Eisenhower Blvd., Ste 250
Tampa FL 33634

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Technology Insurance Company, Inc	42376
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Genesis Employee Leasing
24730 Sandhill Blvd., Suite 904
Punta Gorda FL 33983

COVERAGES **CERTIFICATE NUMBER:** 1277223935 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TWC3487610	8/1/2015	8/1/2016	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

1st American Fire Service, LLC is an alternate employer. Coverage is for contracted employees of Kirt04, Inc.
not subcontracted labor.

CERTIFICATE HOLDER

City of Lake Mary
911 Wallace Court
Lake Mary FL 32746-2177

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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