



LAKE COUNTY FLORIDA

MODIFICATION OF CONTRACT

<p>1. Modification No.: 2</p> <p>Effective Date: April 1, 2017</p>	<p>2. Contract No.: 16-0611C</p> <p>Effective Date: March 15, 2016</p>
<p>3. Contracting Officer: Donna Villinis</p> <p>Telephone Number: (352) 343-9765</p>	<p>5. Contractor Name and Address:</p> <p>Ring Power Corporation 9901 Ringhaver Drive Orlando FL 32824</p> <p>Attn: Alan Thomas</p>
<p>4. Issued By:</p> <p>Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800</p>	
<p>6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u>, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.</p>	
<p>7. DESCRIPTION OF MODIFICATION:</p> <p>Modification to extend the contract one (1) additional year, expiring March 31, 2018.</p>	
<p>8. Contractor's Signature REQUIRED</p> <p>Name: <u></u> Alan Thomas</p> <p>Title: <u>VP/Governmental Sales Director</u></p> <p>Date: <u>11-29-16</u></p>	<p>9. Lake County, Florida</p> <p>By: <u></u> Senior Contracting Officer</p> <p><u>11-29-16</u> Date</p>
<p>10. Distribution:</p> <p>Original – Bid/Contract File Copy – Vendor; Department</p>	

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

TIMOTHY I. SULLIVAN
District 1

SEAN M. PARKS, AICP, QEP
District 2

JIMMY CONNER
District 3

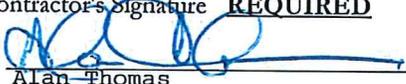
LESLIE CAMPIONE
District 4

WELTON G. CADWELL
District 5



LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

<p>1. Modification No.: 1 Effective Date: May 5, 2016</p>	<p>2. Contract No.: 16-0611C Effective Date: March 15, 2016</p>
<p>3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765</p>	<p>5. Contractor Name and Address: Ring Power Corporation 9901 Ringhaver Drive Orlando FL 32824 Attn: Alan Thomas</p>
<p>4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800</p>	
<p>6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u>, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.</p>	
<p>7. DESCRIPTION OF MODIFICATION: Modification to add the following equipment to the contract in accordance with Section 1.21 of the ITB and per attached quote: Caterpillar 930 Wheel Loader</p>	
<p>8. Contractor's Signature REQUIRED Name: <u></u> Alan Thomas Title: <u>VP/Governmental Sales Director</u> Date: <u>05/17/16</u></p>	<p>9. Lake County, Florida By: <u></u> Senior Contracting Officer <u>5-17-2016</u> Date</p>
<p>10. Distribution: Original – Contract File Copy – Vendor; Department</p>	

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District 3

LESLIE CAMPIONE
District 4

WELTON G. CADWELL
District 5



9901 Ringhaver Drive
 Orlando, FL 32824
 Ph: (407)856-4851
 Fax: (407)240-3081

May 17, 2016

Company: LAKE COUNTY SOLID WASTE
Contact: DAVID 352-343-3776

Here is the quote you requested. I have listed daily, weekly and monthly rental prices for the items we discussed.

Machine	Qty	Daily	Weekly	Monthly			
	930	1	\$ 729.19	\$ 1,821.81	\$ 5,340.40		
Estimated Rental Amount.....		\$	729.19	\$	1,821.81	\$	5,340.40
Delivery/Pickup Service.....		\$	-	\$	-	\$	-
Environmental Recovery Fee (2%).....		\$	-	\$	-	\$	-
Fire Theft and Vandalism (14%).....		\$	-	\$	-	\$	-
Florida Sales Tax (6%).....		\$	-	\$	-	\$	-
		\$	729.19	\$	1,821.81	\$	5,340.40

Please contact me if you have any questions about the information listed above.

Thank You,

Cat Rental Store Coordinator



LAKE COUNTY
FLORIDA

CONTRACT NO. 16-0611C
AS NEEDED EQUIPMENT RENTAL

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of Ring Power Corporation (hereinafter "Vendor") to supply rental equipment on an as needed basis to the County pursuant to County Bid number 16-0611 (hereinafter "Bid"), and Vendor's Bid response opened on January 13, 2016, thereto with all County Bid provisions governing.

A copy of the Vendor's signed Bid is attached and incorporated herein, thus making it a part of this Contract. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: (None)

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

The County's Procurement Services 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 Vendor and their surety for any required bond shall be liable.

This Contract is effective from March 15, 2016 through March 31, 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 per the terms noted in the ITB.

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

LAKE COUNTY, FLORIDA

By: 
Senior Contracting Officer

Date: 3-15-2016

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

"Earning Community Confidence Through Excellence in Service"

Office of Procurement Services
Tavares, Florida 32778-7800

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

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

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
RING POWER CORPORATION
FOR AS NEEDED EQUIPMENT RENTAL
ITB #16-0611**

This Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Ring Power Corporation, a Florida for profit corporation, its successors and assigns, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY publically submitted an Invitation to Bid (ITB) #16-0611 seeking firms qualified to provide rental equipment to Lake County on an as needed basis; and

WHEREAS, the CONTRACTOR desires to provide such services to the COUNTY subject to the terms of this Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual terms, understanding, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agrees as follows:

Article 1. Recitals. The foregoing recitals are true and correct and incorporated herein.

Article 2. Purpose. The purpose of this Agreement is for CONTRACTOR to provide on call rental equipment throughout Lake County, including equipment rental during emergency or disaster situations. The parties agree that this is an indefinite quantity contract with no guarantee services will be required.

Article 3. Scope of Services. CONTRACTOR agrees to provide the services, as needed by the COUNTY, pursuant to the Special Terms and Conditions, General Terms and Conditions and Scope of Services included in the bid documents and any attachments thereto (ITB #16-0611) and the Rental Agreement, as revised by the COUNTY and approved of by CONTRACTOR, attached hereto as Exhibit A, and that such terms govern to the extent they conflict with any of terms in ITB #16-0611. Additionally, the COUNTY and CONTRACTOR agree to following exceptions to ITB #16-0611:

- A. CONTRACTOR will not be required by the COUNTY to provide proof of insurance for rental equipment so long as CONTRACTOR self-insures against losses to its own inventory. The COUNTY agrees to insure the equipment the COUNTY rents from CONTRACTOR. CONTRACTOR will not be required to purchase Fire Damage or Medical Expense coverages. CONTRACTOR's certificate of insurance will not be required to provide for a thirty day prior written notice to the COUNTY of any change, cancellation or nonrenewal of the provided insurance, but CONTRACTOR agrees to provide COUNTY with such notice. CONTRACTOR takes exception to the insurance requirement in the bid documents that coverage shall be primary and noncontributory and that the COUNTY's ability to reduce or eliminate its self-insured retention, or to procure a bond guaranteeing payment of losses and related claims expenses.
- B. The parties agree that the COUNTY reserves the right to require the CONTRACTOR to submit an audit by any auditor of the COUNTY's choosing and that CONTRACTOR shall provide access to all of its records which relate directly to this Agreement and agrees to retain all records

as required under the bid documents. However, the parties agree that such audit will not occur at CONTRACTOR's place of business during business hours.

- C. The parties agree Section 3.15 of the General Terms and Conditions of the bid documents regarding Warranty shall not apply to this Agreement.
- D. In the event of any legal action is taken regarding this Agreement, the parties agree that venue will be in a court of competent jurisdiction in and for Lake County, Florida and each party will be responsible for its own attorneys' fees and costs.
- E. The parties agree Section 3.23 of the General Terms and Conditions of the bid documents regarding Indemnification shall be modified to reflect the indemnification terms set for the Exhibit A attached hereto. The CONTRACTOR acknowledges and agrees that by this Agreement the COUNTY has not and will not waive its protections provided under sovereign immunity and Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Procurement Manager and by CONTRACTOR through its duly authorized representative.

CONTRACTOR

Ring Power Corporation

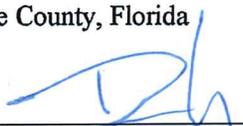
By:  _____

Printed Name: Alan Thomas

This 25th day of February, 2016.

COUNTY

Lake County, Florida



Barnett Schwartzman, Procurement Manager

This 15 day of MARCH, 2016.

Approved as to form and legality:



Melanie Marsh, County Attorney



RENTAL AGREEMENT (NOT AN INVOICE)

R/A # _____
Ring Power Corporation
500 World Commerce Pkwy
St Augustine, FL 32092

LESSEE INFORMATION

SHIPPING INFORMATION

CUSTOMER # _____ **SALESMAN #** _____ **CUSTOMER'S P.O. #** _____

DESCRIPTION / CHARGES

FIRE, THEFT AND VANDALISM WAIVER (NOT AVAILABLE FOR CRANES AND OVER THE ROAD VEHICLES)

By Initials, Lessee declines or accepts Fire, Theft and Vandalism Waiver. If accepts, in consideration of the charge shown above, Lessor agrees to waive certain claims against Lessee for loss or damage to equipment in accordance with the terms and conditions set forth in this Agreement on Page Two (reverse side) and in the Fire, Theft and Vandalism Waiver Provisions which Lessee hereby acknowledges that Lessee has read and accepted as shown on Page Two (reverse side).

ACCEPTS FTV
X _____

DECLINES FTV
X _____

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMEN'S COMPENSATION, PROPERTY DAMAGE

INSURER/POLICY NO. _____ **EXP. DATE** _____

BY EXECUTION OF THIS RENTAL AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS RENTED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEE REPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT.

LESSEE SIGNATURE X _____ **DATE** _____ **SUBJECT TO ACCEPTANCE AT JACKSONVILLE, FLORIDA**
PRINT NAME _____ **ACCEPTED: RING POWER CORPORATION**
DRIVERS LICENSE# _____ **BY: (LESSOR)** _____
TAG# _____ **DATE:** _____

TERMS AND CONDITIONS

RING POWER CORPORATION (and its affiliates), a Florida corporation, Lessor, and Lessee, enter into the following Lease Agreement (the "Agreement").

1. RENTAL: Lessor rents to Lessee machinery, equipment and other personal property referred to as "Equipment." This agreement is for rental only and nothing herein contained shall be construed as conveying to the Lessee any right, title or interest in or to the Equipment, except the right of possession and use as a Lessee. The rental of the Equipment shall not be construed as an offer to sell the Equipment. It is understood and agreed that rentals paid will not apply toward a subsequent purchase of the Equipment unless an agreement in writing is made by Lessor and Lessee prior to delivery of the Equipment. Lessee agrees to indemnify, protect, and hold harmless the Lessor, its agents, successors and assigns against all losses, damages, injuries, claims, demands, and expenses, including legal expenses, of whatever nature, including property damage, personal injury, or strict liability, arising out of or from the use of the Equipment. The terms and conditions of this Agreement are incorporated

Without waiving the protections provided under sovereign immunity and Florida Statutes § 768.28,

2. **ACCEPTANCE AND RETURN OF EQUIPMENT:** The Equipment is the property of Lessor, and is in good repair and mechanical condition. Acceptance of delivery constitutes acknowledgment by the Lessee that the Equipment is in good repair and mechanical condition. If the Equipment is not in proper working order when received, Lessee shall notify Lessor of any claimed deficiency in writing by certified mail within twenty-four (24) hours of delivery of the Equipment or deemed to have waived any such claim. Risk of loss to the Equipment shall pass to the Lessee when the Equipment leaves the Lessor's yard. In the event the Equipment is damaged during the term of this Lease, the Lessee shall at its own expense maintain the Equipment in good working order and condition. The Lessee is responsible for all repairs on the Equipment. Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted, to the rental location on the day specified or sooner if demanded by Lessor.
3. **CHARGES:** Lessee shall promptly pay no later than thirty (30) days from the date of the invoice at the Lessor's Address set forth in the Agreement all rental and other charges, including but not limited to time, mileage, service, repairs, minimum delivery, pick-up and fuel. Acceptable forms of payment include: EFT, wire, credit card, company check, certified check, money order, cash. If payment is made with a credit card the lessee asserts that a signature authorizing the sale is not specifically required to constitute the sale. The daily, weekly and monthly rental shall entitle Lessee to a maximum of one-shift use (8 hours per day, 40 hours per week, 176 per month). Double-shift use will incur a charge of one-and-a-half (1-1/2%) times the hourly rate and triple-shift use will incur a charge of two (2) times the hourly rate. Rentals are F.O.B. at Lessor's Rental Office. Shipping charges from such location to destination and return all transportation loading, unloading, assembling and dismantling costs shall be paid by Lessee and the Lessee further agrees that it is the Lessee's responsibility to provide competent and adequate labor and auxiliary equipment, including rigging, for purposes of assembly and/or disassembly of the Equipment. Lessee shall remain liable for rent under this agreement, and rent shall continue to be charged, for damaged Equipment until the Equipment is repaired to the same condition as received by Lessee. In the event of the loss or destruction of the Equipment or any of its accessories for any reason, or the failure to return the same for any reason, Lessee shall promptly pay Lessor the fair market value at the time of the loss plus all past due rent. No credit shall be given for non-working days and the Lessee shall not be entitled to abatement, reduction of or set off against rent for any reason whatsoever.
4. **USE OF EQUIPMENT:** Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. At no time shall the Equipment ever be used in or near salt water. In any event, the Equipment shall not be removed from the continental United States. Lessee shall notify Lessor, prior to moving Equipment from its place of business or the job site as set forth in this Agreement, of the location and project to which the equipment is relocated and the date(s) the Equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises).
5. **SERVICE:** Lessee shall perform and pay for all services, adjustments, and lubrication of Equipment including but not limited to: checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly; repair and replacement of all friction materials, clutches, brakes and under carriage components, drive sprockets, crawler chains, idlers, pins, pads, rub rails, rollers and bushings.
6. **LIABILITY:** Lessor shall not be liable to Lessee for any loss or liability of any kind, including without limitation consequential or indirect damages of any kind whatsoever under this Agreement. **LESSEE IS RESPONSIBLE FOR MAKING ARRANGEMENTS FOR THE RETURN OF THE EQUIPMENT. THIS AGREEMENT DOES NOT TERMINATE UNTIL THE EQUIPMENT IS RECEIVED IN GOOD CONDITION AT LESSOR'S RENTAL OFFICE.**
7. **INSURANCE:** Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of general liability with a limit of at least \$1,000,000 with bodily injury and death liability limits of at least \$1,000,000 for each person in each accident on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of such Equipment. Also at Lessee's expense, Lessee shall insure the equipment for its full replacement value under a standard physical damage ALL RISKS POLICY with an insurance company acceptable and approved by Ring Power. Lessee shall furnish Lessor a certificate of such insurance naming Ring Power as an additional insured, which may not be canceled or materially modified except on thirty (30) days prior written notice to Lessor. Lessee agrees to abide by the provisions of said policy and to make a written report to Lessor and the insurer within forty-eight (48) hours of Lessee's knowledge of any accident or occurrence involving such Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. Lessee's insurance shall also insure except as may be otherwise provided herein, against all risks of direct physical loss or damage to the Equipment, while in transit or otherwise within the United States of America and Canada, and shall also include general average and salvage charges on Equipment while waterborne.
8. **COMPLIANCE WITH LAW:** Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense, including Lessor's reasonable attorney's fees, resulting from actual or asserted violations of any such laws.
9. **VENUE AND CHOICE OF LAW:** This Agreement shall be controlled by the laws of Florida. The Lessee specifically agrees to personal jurisdiction in the State of Florida and agrees that venue for all actions related to the Agreement or actions related to the Equipment of any kind will be brought in a state court of competent jurisdiction in Jacksonville, Duval County, Florida or St. Augustine, St. Johns County, Florida. **Lake County, Florida.**
10. **DEFAULT:** An event of default shall occur if: (a) Lessee fails to pay rent and such failure continues for a period of five (5) days; (b) Lessee shall fail to perform or observe any conditions in the Agreement for ten (10) days after written notice; (c) Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors; or (d) Lessee has abandoned the Equipment or attempts to remove, sell, transfer, or encumber the Equipment.
11. **REMEDIES:** All delinquent rent shall bear interest at the highest lawful rate in the State of Florida. In the event of default or breach of this Agreement by Lessee, or if Lessor for any reason deems itself insecure, Lessor, at its option, shall be entitled to any one or more of the following remedies: Lessor may, (a) enter premises where Equipment is located and render same inoperative or remove Equipment with or without process of law and without notice or liability to Lessee; (b) terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have; (c) collect from Lessee for arrears of rent and expenses of retaking; (d) accelerate the remaining rental payments to be due and payable immediately, which shall be construed as liquidated damages and not as a penalty; (e) collect from Lessee the fair market value of the Equipment, for loss of use or for any loss or damage to the Equipment; and (f) collect from Lessee the cost to repair or refurbish the Equipment. ~~Upon the occurrence of any event of default, Lessee agrees to pay all costs of collection and expenses, which may be incurred by Lessor, including reasonable attorney's fees, to enforce any right provided in the Agreement.~~
12. **DISCLAIMER OF WARRANTIES:** LESSOR MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ALL EQUIPMENT. LESSEE TAKES AND RENTS EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS.
13. **NOTICES:** Any notice to be given or mailed by certified mail, return receipt requested, with postage prepaid, at the respective addresses set forth in the Agreement.
14. **SPECIAL PROVISIONS:**
 - a.) **LESSEE'S GENERAL RESPONSIBILITY:** Under this Agreement the Lessee renting the Equipment is responsible to Lessor for any loss or damage to the Equipment and/or its return in the same condition in which received, ordinary wear and tear excepted.
 - b.) **SUBROGATION:** In the event of any loss or damage to the Equipment, Lessor shall have the right of subrogation with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee shall cooperate.
 - c.) **FIRE, THEFT AND VANDALISM WAIVER ("FTV")** *: At Ring Power's option, FTV maybe offered. If offered and accepted by Lessee, the "Fire, Theft and Vandalism Waiver" option ("FTV") is not insurance. The FTV option may be accepted by the Lessee only at the commencement of the rental term by Lessee initiating the "ACCEPTS FTV" box on the rental invoice and by Lessee paying the additional charges specified therein. The FTV option is not available for over the road vehicles. If the Lessee accepts the FTV option and the Lessee fulfills all terms, conditions and provisions of this Agreement including making of all payments required, time being of the essence, then Lessor agrees to waive the Lessee's liability to Lessor for loss or damage to the equipment due to the specific perils relating to Fire, Theft and Vandalism exceeding the larger of the following applicable amounts: (a) \$500 per item of equipment; or (b) triplete the monthly rental charge in effect on the date of this agreement, per item of equipment, without regard to the rental period of this agreement.
****Opting for FTV does not waive your obligation under the Agreement to provide General Liability Coverage.**
 - d.) When demonstrator units are included in this Agreement, they shall be deemed to be Rentals pursuant to the terms of this Agreement.
 - e.) The Lessee and Lessor agree that the prevailing party shall be entitled to a reasonable attorney's fee for any dispute regarding this Agreement.
 - f.) This Agreement may be executed in multiple counterparts. Facsimile signatures of each party's authorized representative shall be deemed to be binding upon such party.
 - g.) **THE LESSEE SPECIFICALLY AGREES TO WAIVE ALL RIGHTS TO A JURY TRIAL IN THE STATE OF FLORIDA**



**LAKE COUNTY
FLORIDA**

**INVITATION TO BID (ITB)
As Needed Equipment Rental**

352427
0252

ITB Number: 16-0611 **Contracting Officer:** D. Villinis
Bid Due Date: January 13, 2016 **Pre-Bid Conf. Date:** Not Applicable
Bid Due Time: 3:00 p.m. **ITB Issue Date:** December 11, 2015

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

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

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

NO-RESPONSE REPLY

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

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

VENDOR IDENTIFICATION – all bidders complete the following information:

Company Name: Ring Power Corporation **Phone Number:** 813-671-3700
E-mail Address: Alan.Thomas@Ringpower.com **Contact Person:** Alan Thomas

Section 1.1: Purpose

The purpose of this solicitation is to establish an on call contract with one or more vendors to provide rental equipment on an as needed basis throughout Lake County. This includes equipment rental during emergency or disaster situations. Vendors may submit a bid for any or all of the equipment listed in the pricing section.

This is an indefinite quantity contract with no guarantee services will be required. There is no guaranteed minimum or maximum dollar amount or volume to be expended on any contract(s) resulting from this solicitation.

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 ten (10) working days before the bid due date.

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

Phone : 352.343.9839
Fax : 352.343.9473
E-mail: dvillinis@lakecountvfl.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

As the best interests of the County may require, the County reserves the right to make award(s) on a lowest price basis by individual item, group of items, all or none, or a combination thereof; with one or more vendor(s); to reject any and all offers or waive any minor irregularity or technicality in bids received. Multiple vendors may be awarded contracts under this solicitation. When equipment is needed, the primary/lowest priced vendor would be contacted for availability; if the vendor could not supply the equipment when required, the second vendor would be contacted, and so on.

Section 1.4: Pre-Bid Conference

Not applicable to this solicitation

Section 1.5: Term of Contract

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

Section 1.6: Option to Renew

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index: U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>), Wage, Earnings and Benefits Calculators. It is the vendor's responsibility to request in writing any pricing adjustment under this provision. The vendor's written request for adjustment should be submitted at least thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. 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: County Insurance

The County will not purchase insurance from the vendor for the rental of equipment. The County will supply awarded vendors with proof of insurance upon request.

Section 1.8.1: Vendor Insurance *** Exception taken please see attached list

The vendor shall be responsible for maintaining and providing proof of insurance for equipment that is rented by the County under resulting contract(s).

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

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

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

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.

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 vendor providing such insurance.

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

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

Section 1.9: Bonding Requirements

Not applicable to this solicitation

Section 1.10: Delivery (if or when requested)

As stated in Section Two, Statement of Work

Section 1.11: Acceptance of Equipment

If vendor-provided rental equipment is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at vendor expense, to the vendor. At the County's own option, the vendor shall either provide a direct replacement for the rental equipment, or provide a full credit for the returned equipment. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

Section 1.12: Rental Equipment Warranted Against Defects

The vendor hereby acknowledges and agrees that rental equipment supplied by the vendor in conjunction with this solicitation and resultant contract shall be fit for its particular purpose. In the event any of the rental equipment supplied to the County by the vendor is found to be defective or does not conform to specifications: (1) the rental equipment shall be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the rented equipment at the vendor's expense.

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 stated in the solicitation.

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

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

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

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

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

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

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

Section 1.14: Completion Requirements for Invitation to Bid

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

When you submit your bid, you are making a binding offer to the County and are agreeing to all

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

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid #16-0611." Do not indicate bid prices on literature.

Specific Completion Directions:

- The bid submittal document shall consist of this entire ITB document (all pages).
- 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 ITB.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

Section 1.15: Additional Locations may be Added

Although this solicitation identifies specific locations to be served under the contract, it is hereby agreed and understood that other locations may be added. In addition, 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 locations/facilities will be added to the current contract vendor that offers the lowest acceptable pricing by formal modification.

Section 1.16: Compliance with Federal Standards

All items to be rented 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 1.17: Deletion of Locations

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

Section 1.18: Materials Supplied by the County

The County shall replenish all the needed gas, oil and grease for the supplied equipment. ALL other maintenance items and all services shall be provided by the vendor at no expense to the County.

The vendor shall be responsible for providing equipment fully fueled, oiled, lubricated and in good working condition. The County reserves the right to require replacement of equipment that does not satisfactorily perform the job for which it was intended.

Equipment downtime for more than forty eight (48) hours shall be covered by a replacement machine of equal specifications. If the successful vendor fails to furnish the required replacement within the required time frame, the County reserves the right to obtain the rental equipment from another vendor and the original vendor shall reimburse the County for any differences in costs.

Section 1.19: 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 1.20: 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 presence on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required repair services and charge the costs of such services back to the vendor.

Section 1.21: Rental of Other Items

Although this solicitation and resultant contract states specific equipment to be rented by the County, it is understood and agreed that the County may add additional equipment to the contract as needs arise. 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 obtain price quotes from all contracted 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 1.22: Substitution of Items during Term of Contract

Substituting brands or models may be considered during the contract period for discontinued models or out of stock models. The vendor shall not deliver any substitute item as a replacement rental without the express written consent of the using County department prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to cancel the contract.

Section 1.23: Special Notice to Vendors Regarding Federal and/or State Requirements

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

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

Section 1.24: Training

The vendor shall provide training to County employees regarding the use of the rental equipment upon request of the using department. The vendor shall bear all costs of manuals, texts, or other instructional materials associated with the required training.

SCOPE OF SERVICES**Heavy Equipment and other Miscellaneous Equipment Rental**

The purpose of this solicitation is to establish an on-call contract with one or more vendors to provide rental equipment on an as-needed basis throughout Lake County. This is an indefinite quantity contract with no guaranteed minimum or maximum dollar amount or volume. Vendors may bid on any or all of the equipment listed in the pricing table in Section 4.

Rates:

The rental rates submitted in bids shall include the cost for equipment and delivery. The County shall not be responsible for any maintenance on the equipment, except for daily fueling and lubrication, as needed. The daily rate shall be charged when the equipment has been in the County's possession up to twenty-four (24) hours. The weekly rate shall be charged when the equipment is in the County's possession for a consecutive seventy-two (72) hours up to one hundred sixty-eight (168) hours. The monthly rate shall be charged for all equipment that is in the County's possession for a consecutive twenty-one (21) days or five hundred four (504) hours. The intent of the weekly and monthly rates is to establish a cost savings to the County when a piece of equipment is utilized on a longer term basis.

All exceptions to the equipment specifications shall be of equal or greater precision equipment and shall be clearly documented on the submitted quote.

Deliveries:

All equipment shall be delivered to one of the four (4) Road Operations facilities shown below. The delivery location will be specified when the equipment is ordered.

- Road Operations Center, 12901 County Landfill Road, Tavares, FL 32778
- Maintenance Area 1, 2310 W. Griffin Road, Leesburg, FL 34748
- Maintenance Area 2, 609 Disston Avenue, Minneola, FL 34755
- Maintenance Area 3, 19720 E. Fifth Street, Umatilla, FL 32784

All equipment shall be received by noon to be charged for that day. Any equipment delivered after noon shall not be charged a rental fee until the next business day. Deliveries made after noon on Friday shall not begin accruing rental fees until Monday morning at 8 am. The County reserves the right to pick up the equipment directly from the vendor's location, if it is in the best interest of the County.

Equipment Condition:

All equipment shall be in top operating condition. The County reserves the right to reject any equipment that is determined to not be in this condition. The vendor shall be responsible for the costs associated with the transportation of any rejected equipment.

The vendor shall certify that all equipment meets all Occupational Safety and Health Administration (OSHA) requirements. The vendor further certifies that if any of the equipment is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs

necessary to bring the equipment into compliance with the aforementioned requirement shall be borne by the vendor.

All safety devices installed by the manufacturer shall be in place and in proper working order.

Any equipment that requires repair or replacement shall be done within forty-eight (48) hours. The County shall not be charged for the equipment during the equipment downtime. Any repair that exceeds forty-eight (48) hours shall be replaced with an equal or greater precision replacement.

The vendor shall be responsible for maintaining and providing proof of insurance for all equipment rented by the County.

Order of Operation:

An authorized representative from the County shall request the specific equipment by telephone. A written confirmation of the order shall be sent via email. The email shall outline the requested equipment, the anticipated rental term, and the delivery location.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Bid: Shall refer to any offer(s) submitted in response to this ITB.

Bidder: Refers to any entity that submitted a bid under an ITB.

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

Vendor: The vendor to which award has been made.

County: Shall refer to Lake County, Florida.

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

Modification: A written change to a contract.

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

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

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

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

The County has established that the words "shall", "must", or "will" are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

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

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.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.

H. Public Entity Crimes

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

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. The Procurement Services Office

may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

D. Contents of Solicitation and Bidders' Responsibilities

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

E. Restricted Discussions

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

F. Change to, Withdrawal of, or Mistake in Bid

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

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

Mistake in Bid - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

H. Prompt Payment Terms

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

3.3 PREPARATION OF BIDS

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

B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
- H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsive, 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 submission of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.8 COUNTY IS TAX-EXEMPT

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

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with

Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

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

3.11 AWARD

- A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.
- G. All tie bids will be resolved in consonance with current written procedure in that regard.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

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

3.13 OTHER AGENCIES

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

3.14 CONTRACT EXTENSION

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

County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager.

3.15 WARRANTY ***Exception Taken

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

3.16 ESTIMATED QUANTITIES

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

3.17 NON-EXCLUSIVITY

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

3.18 CONTINUATION OF WORK

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

3.19 LAWS, RULES, REGULATIONS AND LICENSES

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

3.22 RESPONSIBILITY AS EMPLOYER

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

3.23 INDEMNIFICATION ***Exception taken

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

3.28 FRAUD AND MISREPRESENTATION

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

3.29 RIGHT TO AUDIT ***Exception taken

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Vendor 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, VENDOR 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 VENDOR 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 VENDOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Vendor'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 VENDOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

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

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

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising 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 ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME VENDOR

The vendor awarded the contract shall act as the prime vendor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of

the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the vendor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

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

3.35 NO CLAIM FOR DAMAGES

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

3.36 TRUTH IN NEGOTIATION CERTIFICATE

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

3.37 GRANT FUNDING

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

3.38 TOBACCO PRODUCTS

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

ITB TITLE: As Needed Equipment Rental**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 ITB:

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II: No Addendum was received in connection with this ITB.

PRICING SECTION

I have read, and understand, the ITB, including the Special Terms and Conditions, Specifications/Statement of Work, General Terms and Conditions, and submit this bid in response.

1. Business location:

Address: 9901 Ringhaver Dr.

City/State/Zip: Orlando / FL / 32824

Telephone/Fax: 407-855-6195

2. Vendor contact for emergency/disaster service 24 hours/7 days per week:

Name: Jerry Burford / Ray Coons

Telephone/Cell/Pager/Number: 813-484-6072 / 813-478-1231

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

Yes \$20,000 limit No _____

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

Carol Butterfield 904-494-1357

4. Exceptions/Additions to specifications/requirements:

Yes* X No _____

*** If yes, attach separate sheet immediately following this page detailing exceptions/additions.** Identify section, page number of specification or requirement exception refers to.

The purpose of this solicitation is to establish an on call contract with one or more vendors to provide rental equipment on an as needed basis throughout Lake County. This includes equipment rental during emergency or disaster situations. Vendors may submit a bid for any or all of the equipment listed in the following pricing table.

This is an indefinite quantity contract with no guarantee services will be required. There is no guaranteed minimum or maximum dollar amount or volume to be expended on any contract(s) resulting from this solicitation.

Ring Power



Ring Power Corporation
10421 Fern Hill Drive
Riverview, FL 33578
(813) 671-3700

January 8, 2016

Lake County BOCC
Office of Procurement
315 W. Main Street, Room 441
Taveres, FL 32778-7800

RE: Bid Number: 16-0611 "As Needed Equipment Rental"

Exceptions:

Please see Rental Agreement copy:

Ring Power's standard Rental Agreement will govern any and all rentals to the County. To the extent any of the terms in the bid documents conflict with the rental agreement's terms, Ring Power takes exception to those bid terms. Without limiting the foregoing, Ring Power specifically takes exception to the terms listed below:

1.8.1 Special Term and Conditions-

Ring Power will not provide proof of insurance for rented equipment, as it self insures against losses to its own inventory. Additionally, the County is required to insure the equipment per the terms of the Rental Agreement, attached. Additionally, Ring Power does not purchase the Fire Damage or Medical Expense coverages listed in this section. Ring Power maintains a self-insured retention in the amount of \$3 million, and those types of coverage have limits well within the self-insured retention. Ring Power's certificates of insurance will not include the thirty day notice requested on page 5 of this section, but Ring Power will agree to be responsible for providing the County with such notice. Ring Power must also take exception to the phrase "that coverage shall be primary and noncontributory" on page 5. Finally, Ring Power takes exception to the County's ability to "reduce or eliminate" its self-insured retention, or to procure a bond guaranteeing payment of losses and related claims expenses.

1.15 General Terms & Conditions (Warranty) - Ring Power takes exception to this section and refers the County to the warranty provision(s) in the Rental Agreement.

3.23 General Terms & Conditions (Indemnification) - Ring Power takes exception to this section and refers the County to the indemnity provision(s) in the Rental Agreement.

3.29 General Terms and Conditions ("Right to Audit") - Ring Power objects to any audits occurring at its facility during business hours, but will agree to provide documents relating to this bid upon reasonable, advance written notice.

Regards,

A handwritten signature in blue ink, appearing to read 'Alan Thomas', is written over a blue horizontal line.

Alan Thomas

VP / Director of Governmental Sales

AT/dd

Ring Power**RENTAL AGREEMENT
(NOT AN INVOICE)**

R/A # _____

Ring Power Corporation
500 World Commerce Pkwy
St Augustine, FL 32092**LESSEE INFORMATION**

Blank area for Lessee Information

SHIPPING INFORMATION

Blank area for Shipping Information

CUSTOMER # _____

SALESMAN # _____

CUSTOMER'S P.O. # _____

DESCRIPTION / CHARGES**FIRE, THEFT AND VANDALISM WAIVER (NOT AVAILABLE FOR CRANES AND OVER THE ROAD VEHICLES)**

By initials, Lessee declines or accepts Fire, Theft and Vandalism Waiver. If accepted, in consideration of the charge shown above, Lessor agrees to waive certain claims against Lessee for loss or damage to equipment in accordance with the terms and conditions set forth in this Agreement on Page Two (reverse side) and in the Fire, Theft and Vandalism Waiver Provisions which Lessee hereby acknowledges that Lessee has read and accepted as shown on Page Two (reverse side).

ACCEPTS FTW

DECLINES FTW

 _____**PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMEN'S COMPENSATION, PROPERTY DAMAGE**

INSURER/POLICY NO. _____ EXP. DATE _____

BY EXECUTION OF THIS RENTAL AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS RENTED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEE REPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT.

LESSEE SIGNATURE X _____

DATE _____

SUBJECT TO ACCEPTANCE AT JACKSONVILLE, FLORIDA

PRINT NAME _____

ACCEPTED: RING POWER CORPORATION

DRIVER'S LICENSE# _____

BY: (LESSOR) _____

TAG# _____

DATE: _____

TERMS AND CONDITIONS

RING POWER CORPORATION (and its affiliates), a Florida corporation, Lessor, and Lessee, enter into the following Lease Agreement (the "Agreement").

1. RENTAL: Lessor rents to Lessee machinery, equipment and other personal property referred to as "Equipment." This agreement is for rental only and nothing herein contained shall be construed as conveying to the Lessee any right, title or interest in or to the Equipment, except the right of possession and use as a Lessee. The rental of the Equipment shall not be construed as an offer to sell the Equipment. It is understood and agreed that rentals paid will not apply toward a subsequent purchase of the Equipment unless an agreement in writing is made by Lessor and Lessee prior to delivery of the Equipment. Lessee agrees to indemnify, protect, and hold harmless the Lessor, its agents, successors and assigns against all losses, damages, injuries, claims, demands, and expenses, including legal expenses, of whatever nature, including property damage, personal injury, or strict liability, arising out of or from this Agreement or its performance.

2. **ACCEPTANCE AND RETURN OF EQUIPMENT:** The Equipment is the property of Lessor, and is in good repair and mechanical condition. Acceptance of delivery constitutes acknowledgment by the Lessee that the Equipment is in good repair and mechanical condition. If the Equipment is not in proper working order when received, Lessee shall notify Lessor of any claimed deficiency in writing by certified mail within twenty-four (24) hours of delivery of the Equipment or deemed to have waived any such claim. Risk of loss to the Equipment shall pass to the Lessee when the Equipment leaves the Lessor's yard. In the event the Equipment is damaged during the term of this Lease, the Lessee shall at its own expense maintain the Equipment in good working order and condition. The Lessee is responsible for all repairs on the Equipment. Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted, to the rental location on the day specified or sooner if demanded by Lessor.
 3. **CHARGES:** Lessee shall promptly pay no later than thirty (30) days from the date of the invoice at the Lessor's Address set forth in the Agreement all rental and other charges, including but not limited to time, mileage, service, repairs, minimum delivery, pick-up and fuel. Acceptable forms of payment include: EFT, wire, credit card, company check, certified check, money order, cash. If payment is made with a credit card the lessee asserts that a signature authorizing the sale is not specifically required to constitute the sale. The daily, weekly and monthly rental shall entitle Lessee to a maximum of one-shift use (8 hours per day, 40 hours per week, 176 per month). Double-shift use will incur a charge of one-and-a-half (1-1/2%) times the hourly rate and triple-shift use will incur a charge of two (2) times the hourly rate. Rentals are F.O.B. at Lessor's Rental Office. Shipping charges from such location to destination and return all transportation loading, unloading, assembling and dismantling costs shall be paid by Lessee and the Lessee further agrees that it is the Lessee's responsibility to provide competent and adequate labor and auxiliary equipment, including rigging, for purposes of assembly and/or disassembly of the Equipment. Lessee shall remain liable for rent under this agreement, and rent shall continue to be charged, for damaged Equipment until the Equipment is repaired to the same condition as received by Lessee. In the event of the loss or destruction of the Equipment or any of its accessories for any reason, or the failure to return the same for any reason, Lessee shall promptly pay Lessor the fair market value at the time of the loss plus all past due rent. No credit shall be given for non-working days and the Lessee shall not be entitled to abatement, reduction of or set off against rent for any reason whatsoever.
 4. **USE OF EQUIPMENT:** Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. At no time shall the Equipment ever be used in or near salt water. In any event, the Equipment shall not be removed from the continental United States. Lessee shall notify Lessor, prior to moving Equipment from its place of business or the job site as set forth in this Agreement, of the location and project to which the Equipment is relocated and the date(s) the Equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises).
 5. **SERVICE:** Lessee shall perform and pay for all services, adjustments, and lubrication of Equipment including but not limited to: checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly; repair and replacement of all friction materials, clutches, brakes and under carriage components, drive sprockets, crawler chains, idlers, pins, pads, rub rails, rollers and bushings.
 6. **LIABILITY:** Lessor shall not be liable to Lessee for any loss or liability of any kind, including without limitation consequential or indirect damages of any kind whatsoever under this Agreement. **LESSEE IS RESPONSIBLE FOR MAKING ARRANGEMENTS FOR THE RETURN OF THE EQUIPMENT. THIS AGREEMENT DOES NOT TERMINATE UNTIL THE EQUIPMENT IS RECEIVED IN GOOD CONDITION AT LESSOR'S RENTAL OFFICE.**
 7. **INSURANCE:** Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of general liability with a limit of at least \$1,000,000 with bodily injury and death liability limits of at least \$1,000,000 for each person in each accident on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of such Equipment. Also at Lessee's expense, Lessee shall insure the equipment for its full replacement value under a standard physical damage ALL RISKS POLICY with an insurance company acceptable and approved by Ring Power. Lessee shall furnish Lessor a certificate of such insurance naming Ring Power as an additional insured, which may not be canceled or materially modified except on thirty (30) days prior written notice to Lessor. Lessee agrees to abide by the provisions of said policy and to make a written report to Lessor and the insurer within forty-eight (48) hours of Lessee's knowledge of any accident or occurrence involving such Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. Lessee's insurance shall also insure except as may be otherwise provided herein, against all risks of direct physical loss or damage to the Equipment, while in transit or otherwise within the United States of America and Canada, and shall also include general average and salvage charges on Equipment while waterborne.
 8. **COMPLIANCE WITH LAW:** Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense, including Lessor's reasonable attorney's fees, resulting from actual or asserted violations of any such laws.
 9. **VENUE AND CHOICE OF LAW:** This Agreement shall be controlled by the laws of Florida. The Lessee specifically agrees to personal jurisdiction in the State of Florida and agrees that venue for all actions related to the Agreement or actions related to the Equipment of any kind will be brought in a state court of competent jurisdiction in Jacksonville, Duval County, Florida or St. Augustine, St. Johns County, Florida.
 10. **DEFAULT:** An event of default shall occur if: (a) Lessee fails to pay rent and such failure continues for a period of five (5) days; (b) Lessee shall fail to perform or observe any conditions in the Agreement for ten (10) days after written notice; (c) Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors; or (d) Lessee has abandoned the Equipment or attempts to remove, sell, transfer, or encumber the Equipment.
 11. **REMEDIES:** All delinquent rent shall bear interest at the highest lawful rate in the State of Florida. In the event of default or breach of this Agreement by Lessee, or if Lessor for any reason deems itself insecure, Lessor, at its option, shall be entitled to any one or more of the following remedies: Lessor may, (a) enter premises where Equipment is located and render same inoperative or remove Equipment with or without process of law and without notice or liability to Lessee; (b) terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have; (c) collect from Lessee for arrears of rent and expenses of retaking; (d) accelerate the remaining rental payments to be due and payable immediately, which shall be construed as liquidated damages and not as a penalty; (e) collect from Lessee the fair market value of the Equipment, for loss of use or for any loss or damage to the Equipment; and (f) collect from Lessee the cost to repair or refurbish the Equipment. Upon the occurrence of any event of default, Lessee agrees to pay all costs of collection and expenses, which may be incurred by Lessor, including reasonable attorney's fees, to enforce any right provided in the Agreement.
 12. **DISCLAIMER OF WARRANTIES: LESSOR MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ALL EQUIPMENT. LESSEE TAKES AND RENTS EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS.**
 13. **NOTICES:** Any notice to be given or mailed by certified mail, return receipt requested, with postage prepaid, at the respective addresses set forth in the Agreement.
 14. **SPECIAL PROVISIONS:**
 - a.) **LESSEE'S GENERAL RESPONSIBILITY:** Under this Agreement the Lessee renting the Equipment is responsible to Lessor for any loss or damage to the Equipment and/or its return in the same condition in which received, ordinary wear and tear excepted.
 - b.) **SUBROGATION:** In the event of any loss or damage to the Equipment, Lessor shall have the right of subrogation with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee shall cooperate.
 - c.) **FIRE, THEFT AND VANDALISM WAIVER ("FTV")**:** At Ring Power's option, FTV maybe offered. If offered and accepted by Lessor, the "Fire, Theft and Vandalism Waiver" option ("FTV") is not insurance. The FTV option may be accepted by the Lessee only at the commencement of the rental term by Lessee initiating the "ACCEPTS FTV" box on the rental invoice and by Lessee paying the additional charges specified therein. The FTV option is not available for over the road vehicles. If the Lessee accepts the FTV option and the Lessee fulfills all terms, conditions and provisions of this Agreement including making of all payments required, time being of the essence, then Lessor agrees to waive the Lessee's liability to Lessor for loss or damage to the equipment due to the specific perils relating to Fire, Theft and Vandalism exceeding the larger of the following applicable amounts: (a) \$500 per item of equipment; or (b) triplete the monthly rental charge in effect on the date of this agreement, per item of equipment, without regard to the rental period of this agreement.
- **Opting for FTV does not waive your obligation under the Agreement to provide General Liability Coverage.**
- d.) When demonstrator units are included in this Agreement, they shall be deemed to be Rentals pursuant to the terms of this Agreement.
 - e.) The Lessee and Lessor agree that the prevailing party shall be entitled to a reasonable attorney's fee for any dispute regarding this Agreement.
 - f.) This Agreement may be executed in multiple counterparts. Facsimile signatures of each party's authorized representative shall be deemed to be binding upon such party.
- THE LESSEE SPECIFICALLY AGREES TO WAIVE ALL RIGHTS TO A JURY TRIAL IN THE STATE OF FLORIDA**

PRICING TABLE				
Equipment Description/Specifications	Min HP	Daily Rental Rate	Weekly Rental Rate	Monthly Rental Rate
EARTH MOVING EQUIPMENT				
Rubber Tire Skid Steer, 4300 lbs tip, 2150 lbs capacity, 7500 lbs operating weight	73	\$ 333.00	\$ 855.00	\$1,639.00
Mfg / Model # quoted: Caterpillar 262D				
Compact Track Loader, 5800 lbs tip, 2900 lbs capacity, 8900 lbs operating weight	73	\$ 651.00	\$ 1,805.00	\$ 3,491.00
Mfg / Model # quoted: Caterpillar 287D				
Skid Steer Attachment: 4 in 1 Bucket attachment	-	\$ No Bid	\$ No Bid	\$ No Bid
Mfg / Model # quoted: N/A				
Skid Steer Attachment: Bucket Broom	-	\$ No Bid	\$ No Bid	\$ No Bid
Mfg / Model # quoted: N/A				
Skid Steer Attachment: Angle Broom - 6'	-	\$ No Bid	\$ No Bid	\$ No Bid
Mfg / Model # quoted: N/A				
Skid Steer Attachment: Angle Broom - 7'	-	\$ 152.00	\$ 380.00	\$ 1,093.00
Mfg / Model # quoted: Caterpillar BA118C				
Skid Steer Attachment: Angle Broom - 8'	-	\$ No Bid	\$ No Bid	\$ No Bid
Mfg / Model # quoted: N/A				
Skid Steer Attachment: Landscape Rake	-	\$ No Bid	\$ No Bid	\$ No Bid
Mfg / Model # quoted: N/A				

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 16-0611

Skid Steer Attachment: Rotary Cutter	-	\$ 365.00	\$ 900.00	\$ 2,200.00
Mfg / Model # quoted: Diamond HF 72"				
Skid Steer Attachment: Sod Roller	-	\$ 100.00	\$ 300.00	\$ 600.00
Mfg / Model # quoted: Various - Sod Roller				
Skid Steer Attachment: Vibratory Compactor	-	\$ 204.00	\$ 546.00	\$ 1,520.00
Mfg / Model # quoted: Caterpillar CV18				
Skid Steer Attachment: Dozer Plate	-	\$ 114.00	\$ 214.00	\$ 570.00
Mfg / Model # quoted: Caterpillar Bladecat 92				
Skid Steer Attachment: Planer	-	\$ 475.00	\$ 1,330.00	\$ 2,755.00
Mfg / Model # quoted: Caterpillar PC305 B				
Compact Mini-Excavator, 10' maximum digging depth, 7400 lbs operating weight	33	\$ 318.00	\$ 774.00	\$ 2,090.00
Mfg / Model # quoted: Caterpillar 303.5				
Excavator, 22' maximum digging depth, 55,000 lbs operating weight	150	\$ 903.00	\$ 2,470.00	\$ 6,270.00
Mfg / Model # quoted: Caterpillar 320				
Motor Grader, 10' blade, 17,000 lbs operating weight	100	\$ 594.00	\$ 1,710.00	\$ 4,893.00
Mfg / Model # quoted: Leeboy 685				
Motor Grader, 14' blade, 40,000 lbs operating weight	100	\$ N/A	\$ 5,000.00	\$ 7,600.00

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ETB Number: 16-0611

Mfg / Model # quoted: Caterpillar 12M				
Pan, capacity of 11 to 13 CY, 8' cut width, cut depth of 6" minimum	150	\$ No Bid	\$ No Bid	\$ No Bid
Mfg / Model # quoted: N/A				
VEHICLES & TRAILERS				
On-Road Water Truck with cannon sprayer, 2000 gal minimum	-	\$ 523.00	\$ 1,568.00	\$ 3,990.00
Mfg / Model # quoted: Caterpillar WT2400 - Various				
On-Road Water Truck with cannon sprayer, 5000 gal minimum	-	\$ N/A	\$ N/A	\$ 6,000.00
Mfg / Model # quoted: WT5000 Water Truck - Various				
Off-Road Water Truck, 2500 gal minimum	-	\$ 713.00	\$ 2,090.00	\$ 5,700.00
Mfg / Model # quoted: Hydrema 912				
Bucket Truck, 60' working height	-	\$ N/A	\$ N/A	\$ 4,750.00
Mfg / Model # quoted: Terex TC-55				
COMPACTION EQUIPMENT				
Single Drum Vibratory Roller, 56" drum width ** 50" drum	-	\$ 500.00	\$ 1,320.00	\$ 3,300.00
Mfg / Model # quoted: Cat. CS34				
Single Drum Vibratory Roller, 66" drum width	-	\$ 570.00	\$ 1,449.00	\$ 3,895.00
Mfg / Model # quoted: Caterpillar CS44				
LANDSCAPE EQUIPMENT				
Brush Chipper, 12" maximum branch diameter	-	\$ No Bid	\$ No Bid	\$ No Bid

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 16-0611

Mfg / Model # quoted: N/A				
Brush Chipper, 15" maximum branch diameter	-	\$ No Bid	\$ No Bid	\$ No Bid
Mfg / Model # quoted: N/A				
Stump Grinder	34	\$ No Bid	\$ No Bid	\$ No Bid
Mfg / Model # quoted: N/A				
Mowing Tractor, 100 PTO, 10,100 lbs operating weight	100	\$ N/A	\$ N/A	\$ 2,625.00
Mfg / Model # quoted: Challenger MT465				
Boom Mower, 100 PTO/25' boom mower	-	\$ N/A	\$ N/A	\$ 7,800.00
Mfg / Model # quoted: Challenger MT525 w/Diamond Mower				
HydroSeeder (towable)	-	\$ No Bid	\$ No Bid	\$ No Bid
Mfg / Model # quoted: N/A				
PAVING EQUIPMENT				
Paver, 8'-16' screed track propelled	85-100	\$ No Bid	\$ No Bid	\$ No Bid
Mfg / Model # quoted: N/A				
Double Drum Vibratory Roller, 47" drum width		\$ 356.00	\$ 774.00	\$ 2,256.00
Mfg / Model # quoted: Caterpillar CB24				
Double Drum Vibratory Roller, 56" drum width		\$ N/A	\$ 1,500.00	\$ 2,900.00

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

U13 Number: 16-0611

Mfg / Model # quoted: Caterpillar CB44				
9 Wheel Traffic Roller, 5,000 lbs operating weight	40	\$ No Bid	\$ No Bid	\$ No Bid
Mfg / Model # quoted: N/A				
9 Wheel Traffic Roller, 13,100 lbs operating weight (empty)	85	\$ N/A	\$ 1,100.00	\$ 3,100.00
Mfg / Model # quoted: Trupac 915				
HEAVY EQUIPMENT				
Road Widener, widens up to 8'	83	\$ No Bid	\$ No Bid	\$ No Bid
Mfg / Model # quoted: N/A				
Road Widener, widens up to 10'	114	\$ No Bid	\$ No Bid	\$ No Bid
Mfg / Model # quoted: N/A				
Road Widener, widens up to 14'	174	\$ No Bid	\$ No Bid	\$ No Bid
Mfg / Model # quoted: N/A				
Rough Terrain Forklift (4 wheel drive), 8000 lbs lift capacity, mast height range 10'-21'	93	\$ 475.00	\$ 1,140.00	\$ 2,660.00
Mfg / Model # quoted: Mastercraft C-08				
Soil Mixer/Reclaimer, maximum 96" cut width/18" cut depth	350	\$ N/A	\$ 8,000.00	\$ 22,000.00
Mfg / Model # quoted: Caterpillar RM300				
Soil Mixer/Reclaimer, maximum 96" cut width/20" cut depth	540	\$ N/A	\$ 8,000.00	\$ 22,000.00
Mfg / Model # quoted: Caterpillar RM300				
Sweeper, minimum 8' sweeping surface	-	\$ N/A	\$ 1,400.00	\$ 3,600.00

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 16-0611

Mfg / Model # quoted: Teeboy Sweep Pro				
MISCELLANEOUS EQUIPMENT				
Towable Light Tower, 25' electric powered mast	8 kW	\$ 162.00	\$ 271.00	\$ 665.00
Mfg / Model # quoted: Allmand ProII				
Towable Air Compressor, 80-128 PSI	80	\$ 166.00	\$ 333.00	\$ 760.00
Mfg / Model # quoted: Sullair 185				
Portable Generator Sets, 480/208 voltage, minimum 140 gal fuel capacity	60 kW	\$ 930.00	\$ 1,656.00	\$ 3,764.00
Mfg / Model # quoted: Caterpillar XQ60				
Portable Generator Sets, 480/208 voltage, minimum 650 gal fuel capacity	600 kW	\$ 3,030.00	\$ 6,870.00	\$ 18,030.00
Mfg / Model # quoted: Caterpillar XQ600				

By Signing this Bid the Bidder Attests and Certifies that:

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

Purchasing Agreements with Other Government Agencies

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

Certification Regarding Felony Conviction

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

Certification Regarding Acceptance of County VISA-based Payment System

Vendor will accept payment through the County VISA-based payment system: Yes No
\$20,000 limit

Reciprocal Vendor Preference:

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 16-0611

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): St Augustine/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): 00-281-2089

General Vendor Information and Bid Signature:

Firm Name: Ring Power Corporation
 Street Address: 9901 Ringhaver Dr., Orlando, FL 32824
 Mailing Address (if different): _____
 Telephone No.: 407-855-6195 Fax No.: 407-857-1592 E-mail: Alan.Thomas@Ringpower.com
 FEIN No. 59 - 0934246 Prompt Payment Terms: 0 % 0 days, net 30
 Signature: [Signature] Date: 01/08/16
 Print Name: Alan Thomas Title: VP/Governmental Sales 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: POOL VENDOR

Signature of authorized County official: [Signature] Date: 3-15-2016

Printed name: Donna Villinis Title: SENIOR CONTRACTING OFFICER

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Reference Form

REFERENCES

Agency	Polk County
Address	P.O. Box 988
City,State,ZIP	Bartow, FL 32881
Contact Person	Chuck Cheatham
Telephone	863-534-5660
Date(s) of Service	On-going
Type of Service	Heavy Equipment Sales, Service & Rental
Comments:	

Agency	Pinellas County Fleet
Address	315 Court Street
City,State,ZIP	Clearwater, FL 33756
Contact Person	Nick Sparta
Telephone	727-582-3035
Date(s) of Service	On-going
Type of Service	Heavy Equipment Sales, Service & Rental
Comments:	

Agency	Manatee County
Address	1112 Manatee County Ave. West
City,State,ZIP	Bradenton, FL 34205
Contact Person	Mike Brennan
Telephone	941-708-7458
Date(s) of Service	On-going
Type of Service	Heavy Equipment Sales, Service & Rental
Comments:	

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 BB&T - J. Rolfe Davis PO Box 4927 Orlando, FL 32802-4927 407 691-9600	CONTACT NAME: PHONE (A/C, No., Ext): 407 601-9600	FAX (A/C, No.): 888-635-4183
	E-MAIL: ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Indemnity Company of		25682
INSURER B: Commerce & Industry Insurance C		19410
INSURER C: Phoenix Insurance Company		25623
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 15/16 Master REVISION NUMBER:

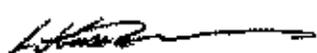
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS COMMERCIAL GENERAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. SECT <input type="checkbox"/> LOC		HEEXGL475M558415	04/01/2015	04/01/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$NA MED EXP (Any one person) \$NA PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
	Limit is Excess over \$3,000,000 SIR. Includes Garagekeepers					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		HC2ECAP475M53991	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION: \$1000		19961905	04/01/2015	04/01/2016	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	YR N/A	HC2NUB475M540615	04/01/2015	04/01/2016	<input checked="" type="checkbox"/> IWC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance for Informational Purposes Only	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 

State of Florida

Department of State

I certify from the records of this office that RING POWER CORPORATION is a corporation organized under the laws of the State of Florida, filed on July 17, 1961.

The document number of this corporation is 249380.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 14, 2015, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of February,
2015*



Ken Rejzner
Secretary of State

Authentication ID: CU0474679023

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

<https://efile.sunbiz.org/certauthver.html>



Employment Eligibility Verification

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Company Information

Company Name: Ring Power Corporation [View / Edit](#)

Company ID Number: 402904

Doing Business As (DBA) Name: Ring Power Corporation

DUNS Number:

Physical Location:

Address 1: 500 World Commerce Parkway

Address 2:

City: Saint Augustine

State: FL

Zip Code: 32092

County: SAINT JOHNS

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 59093424

Total Number of Employees: 1,000 to 2,499

Parent Organization:

Administrator: Ring Power Corporation

Organization Designation:

Employer Category: Federal Contractor with FAR E-Verify Clause

Federal Contractor Category: None of these categories apply

Employees being verified: All new hires and all existing employees assigned to a Federal contract

NAICS Code: 424 - MERCHANT WHOLESALERS, NONDURABLE GOODS [View / Edit](#)

Total Hiring Sites: 1 [View / Edit](#)

Total Points of Contact: 3 [View / Edit](#)

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